



REVISED AGENDA
(ADDED CONTINUED ITEMS FROM MARCH 12, 2024)
BERKELEY CITY COUNCIL MEETING
Tuesday, March 19, 2024
6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

TELECONFERENCE LOCATION - ROSARITO BEACH HOTEL, BLVD. BENITO JUÁREZ 31, ZONA CENTRO, 22700 PLAYAS DE ROSARITO, B.C., MEXICO

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – VACANT

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – VACANT
DISTRICT 8 – MARK HUMBERT

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Preliminary Matters

Roll Call:

Land Acknowledgement Statement: *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

Ceremonial Matters: *In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.*

1. Presentation: AC Transit Update on the Durant Quick Build Project

City Manager Comments: *The City Manager may make announcements or provide information to the City Council in the form of an oral report. The Council will not take action on such items but may request the City Manager place a report on a future agenda for discussion.*

Public Comment on Non-Agenda Matters: *Persons will be selected to address matters not on the Council agenda. If five or fewer persons wish to speak, each person selected will be allotted two minutes each. If more than five persons wish to speak, up to ten persons will be selected to address matters not on the Council agenda and each person selected will be allotted one minute each. Persons attending the meeting in-person and wishing to address the Council on matters not on the Council agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to commencement of that meeting. The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.*

Public Comment by Employee Unions (first regular meeting of the month): *This period of public comment is reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak*

Consent Calendar

The Council will first determine whether to move items on the agenda for "Action" or "Information" to the "Consent Calendar", or move "Consent Calendar" items to "Action." Three members of the City Council must agree to pull an item from the Consent Calendar or Information Calendar for it to move to Action. Items that remain on the "Consent Calendar" are voted on in one motion as a group. "Information" items are not discussed or acted upon at the Council meeting unless they are moved to "Action" or "Consent".

No additional items can be moved onto the Consent Calendar once public comment has commenced. At any time during, or immediately after, public comment on Information and Consent items, any Councilmember may move any Information or Consent item to "Action." Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

Consent Calendar

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. Speakers will be entitled to two minutes each to speak in opposition to or support of Consent Calendar and Information Items. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

Additional information regarding public comment by City of Berkeley employees and interns: Employees and interns of the City of Berkeley, although not required, are encouraged to identify themselves as such, the department in which they work and state whether they are speaking as an individual or in their official capacity when addressing the Council in open session or workshops.

Consent Calendar – Continued Business

- A. Acquisition of Real Property Located at 1900 Fourth Street** *(Continued from March 12, 2024)*
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 7,899–N.S. authorizing the City to acquire the portion of the West Berkeley Shellmound located at 1900 Fourth Street and also authorizing the City to transfer that property to the Sogorea Te Land Trust, thereby returning the land to the Ohlone people.
First Reading Vote: All Ayes.
Financial Implications: See report
Contact: Farimah Brown, City Attorney, (510) 981-6950

Consent Calendar

- 1. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 19, 2024**
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager’s threshold will be returned to Council for final approval.
Financial Implications: General Fund - \$120,000
Contact: Henry Oyekanmi, Finance, (510) 981-7300
- 2. Contract No. 32200150 Amendment: Range Maintenance Services LLC for Indoor Range Cleaning**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 32200150 with Range Maintenance Services LLC to perform indoor range cleaning services from \$45,000 to an amount not to exceed \$150,000 extending from January 8, 2024 to December 1, 2028.
Financial Implications: See report
Contact: Jennifer Louis, Police, (510) 981-5900

Consent Calendar

3. Contract No. 108090-1 Amendment: IPS Group, Inc. for Parking Management System, Parking Meter Maintenance, and Conversion to Pay-by-Plate Pay Stations

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 108090-1 with IPS Group, Inc. to: -Extend the contract from June 30, 2024 through June 30, 2026 for IPS Group, Inc. to continue servicing parking meters and providing replacement parts; - Provide 225 new multi-space pay-by-plate stations to replace the existing multi-space pay-and-display stations in the City; and - Increase the contract amount by \$3,865,300 for a total contract amount of \$12,790,172.

Financial Implications: See report

Contact: Andrew Murray, Public Works, (510) 981-6300

4. Contract No. 115731-1 Amendment: SKIDATA, Inc. (formerly Sentry Control Systems) for Extending Parking Access and Revenue Control System Maintenance Services and Warranties

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 115731-1 (Contract No. 10661B in FUND\$) with SKIDATA, Inc. (formerly Sentry Control Systems) to provide critical maintenance services and warranties for parking access and revenue control system equipment nearing the end of its useful life in the City's three parking garages -- Center Street, Oxford and Telegraph Channing -- extending the term by two years to June 30, 2026 and increasing the contract amount by \$919,815 for a total not-to-exceed of \$2,915,355.

Financial Implications: See report.

Contact: Andrew Murray, Public Works, (510) 981-6300

5. Grant Application: GFO-23-606 - Charging Infrastructure for Government Fleets
From: City Manager

Recommendation: Adopt a Resolution: Authorizing the City Manager or their designee to submit a Grant application in response to the California Energy Commission's solicitation GFO 23-606 Charging Infrastructure for Government Fleets Grant Program for City electric vehicle (EV) charging infrastructure projects; Authorizing the City Manager to sign a Letter of Commitment for the local matching funds; and Referring the required local match, 30% of the total project cost, to the FY 2025-2026 Budget process for consideration of the City's General Fund (Fund 011).

Financial Implications: See report

Contact: Andrew Murray, Public Works, (510) 981-6300

6. *Item Removed by the City Manager*** Purchase Order Extension Authorizations for Critical Vendors of Equipment Maintenance Parts and Services for Multiple Departments**

From: City Manager

Contact: Andrew Murray, Public Works, (510) 981-6300

Consent Calendar

7. Purchase Order: Owen Equipment Sales for One Combination Storm Sewer Cleaner

From: City Manager

Recommendation: Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City to participate in Sourcewell (formerly NJPA) Contract #101221-VTR and authorizing the City Manager to execute a purchase order for one (1) Combination Storm Sewer Cleaner with Owen Equipment Sales in an amount not to exceed \$665,000.

Financial Implications: See report

Contact: Andrew Murray, Public Works, (510) 981-6300

8. East Bay Hills Wildfire Prevention Coordinating Group Representative Selection

From: Mayor Arreguin (Author)

Recommendation: Adopt a Resolution to appoint Vice Mayor Susan Wengraf as the City of Berkeley's Representative Member to the East Bay Hills Wildfire Prevention Coordinating Group, and Councilmember Mark Humbert as the Alternate.

Financial Implications: None

Contact: Jesse Arreguin, Mayor, (510) 981-7100

Action Calendar

The public may comment on each item listed on the agenda for action. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again during one of the Action Calendar public comment periods on the item. Public comment will occur for each Action item (excluding public hearings, appeals, and/or quasi-judicial matters) in one of two comment periods, either 1) before the Action Calendar is discussed; or 2) when the item is taken up by the Council.

A member of the public may only speak at one of the two public comment periods for any single Action item.

The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

Action Calendar – Scheduled Public Comment Period

During this public comment period, the Presiding Officer will open and close a comment period for each Action item on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters). The public may speak on each item. Those who speak on an item during this comment period may not speak a second time when the item is taken up by Council.

Action Calendar – New Business

9. **Adoption of a Master License Agreement Template for the Non-Exclusive Installation of Small Cell Telecommunications Facilities on City Owned and Maintained Streetlight Poles in the Public Right-of-Way**
From: City Manager
Recommendation: Adopt a Resolution approving a Master License Agreement template for the non-exclusive installation of small cell telecommunication facilities (equipment) by private telecommunication companies on City owned and maintained streetlight poles in the public right-of-way.
Financial Implications: See report.
Contact: Andrew Murray, Public Works, (510) 981-6300

Information Reports

10. **Audit Status Report Response: Code Enforcement Resources Significantly Constrained and Improvements Needed in Case Management and Oversight**
From: City Manager
Contact: Peter Radu, City Manager's Office, (510) 981-7000
11. **LPO NOD: 2144 Shattuck Avenue/#LMSAP2023-0007**
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
12. **LPO NOD: 2274 Shattuck Avenue, #LMIN2023-0003**
From: City Manager
Contact: Jordan Klein, Planning and Development, (510) 981-7400
13. **Audit Status Reports: Fleet Replacement Fund Short Millions & Rocky Road: Berkeley Streets At Risk and Significantly Underfunded**
From: City Manager
Contact: Andrew Murray, Public Works, (510) 981-6300

Public Comment – Items Not Listed on the Agenda

Adjournment

NOTICE CONCERNING YOUR LEGAL RIGHTS: If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.

Archived indexed video streams are available at:

<https://berkeleyca.gov/your-government/city-council/city-council-agendas>.

Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street as well as posted on the City's website at <https://berkeleyca.gov/>.

Agendas and agenda reports may be accessed via the Internet at: <https://berkeleyca.gov/your-government/city-council/city-council-agendas> and may be read at reference desks at the following locations:

City Clerk Department - 2180 Milvia Street, First Floor
Tel: 510-981-6900, TDD: 510-981-6903, Fax: 510-981-6901
Email: clerk@berkeleyca.gov

Libraries: Main – 2090 Kittredge Street,
Claremont Branch – 2940 Benvenue, West Branch – 1125 University,
North Branch – 1170 The Alameda, Tarea Hall Pittman South Branch – 1901 Russell

COMMUNICATION ACCESS INFORMATION:

This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.



Captioning services are provided at the meeting, on B-TV, and on the Internet. In addition, assisted listening devices for the hearing impaired are available from the City Clerk prior to the meeting, and are to be returned before the end of the meeting.

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***I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on March 14, 2024.***

Mark Numainville, City Clerk

## Communications

*Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing at the City Clerk Department and through [Records Online](#).*

### **Traffic Safety**

1. Jeannette MacMillan
2. Ana Vasudeo
3. Arun Dixit
4. Cara Pine

### **Train Noise**

5. David Lerman (2)
6. Lino Ancheta, on behalf of City of Berkeley's Environmental Health

### **Berkeley Landfill at Cesar Chavez Park**

7. Claudia Kawczynska

### **Support for Adding Prohibiting Discrimination of the Basis of Family or Relationship Structure to BMC Code 13.22**

8. The Woodhull Freedom Foundation

### **Bike Plans**

9. Walk Bike Berkeley

### **Restoring Old City Hall and Veterans Buildings**

10. Berkeley Architectural Heritage Association

### **Berkeley Measure H**

11. Barbara Gilbert

### **Alta Bates Hospital**

12. Dorothea Dorenz
13. Lisa Chow

### **Surveillance Cameras**

14. Police Accountability Board

### **North Berkeley BART Bonds**

15. David Lerman

### **SB 330 and Downtown Theaters**

16. Virginia Warheit



### **People's Park**

17. Moni Law (2)

### **Affordable and Middle Housing**

18. Kaden Nguyen

19. Owen Thompson-Lastad

### **Hate Crimes**

20. Atalea Jacob (2)

### **Fire Alarm Issue at 2510 Bancroft Street**

21. Marlo De La Mora

### **URL's Only**

22. Vivian Warkentin

### **Gaza and Israel**

23. Christina Harb

24. Kaizen8forever@

25. James Mcfadden

26. Hannah Schlacter

27. Autumn Goldstein

28. Barbara Erickson

### **Supplemental Communications and Reports**

*Items received by the deadlines for submission will be compiled and distributed as follows. If no items are received by the deadline, no supplemental packet will be compiled for said deadline.*

- **Supplemental Communications and Reports 1**  
Available by 5:00 p.m. five days prior to the meeting.
- **Supplemental Communications and Reports 2**  
Available by 5:00 p.m. the day before the meeting.
- **Supplemental Communications and Reports 3**  
Available by 5:00 p.m. two days following the meeting.



ORDINANCE NO. 7,899-N.S.

ORDINANCE AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED AT 1900  
FOURTH STREET

BE IT ORDAINED, by the City Council of Berkeley, as follows:

Section 1. Purpose and Intent.

The purpose and intent of this Ordinance are to rematriate a portion of the historic West Berkeley Shellmound to the Ohlone people from whom the land was unjustly taken without compensation or consent prior to the founding of the City of Berkeley.

Section 2. Findings.

A. The Ohlone people, indigenous to the region now known as Berkeley, represent an enduring culture with deep connections to the land. The Ohlone had a balanced rather than exploitative relationship with the land and lived in harmony with the natural environment.

B. The Shellmound Site is one of the most significant and earliest known Ohlone settlements on the shores of San Francisco Bay, with a village dating back 5,700 years. It served as a burial and ceremonial ground, as well as a lookout and communications site, with the repository of shells, ritual objects, and artifacts forming an impressive mound.

C. In the late 19<sup>th</sup> Century and early 20<sup>th</sup> Century, shellmounds throughout the Bay Area, including the West Berkeley Shellmound, were desecrated. Gold Rush settlers removed Shell material to fertilize farms and line streets. UC Berkeley archeologists removed human burials and an estimated 3,400 artifacts in the 1950s, by which time the leveling of the site was complete.

D. The West Berkeley Shellmound is one of the few remaining shellmound sites that have not been completely destroyed; although it was leveled near the turn of the 20<sup>th</sup> Century, and UC Berkeley archeologists removed many artifacts and human remains from the site. The material beneath the current grade has not been excavated.

E. To preserve some of what little is left of the Ohlone people in Berkeley, in 2000 the City designated the Shellmound a Landmark and listed it on the California Register of Historical Resources.

F. The Sogorea Te Land Trust desires to rematriate the portion of the West Berkeley Shellmound that can be restored to the control of the Ohlone people.

G. The City Council finds that the rematriation of this, the oldest and one of the largest shellmounds established in the Bay Area, could partially rectify a historic wrong committed by the ancestors of the people of Berkeley against the Ohlone people, while promoting historical and cultural understanding of the broader community.

H. The City has not committed, and nothing in this Ordinance commits the City, to approve any changes in the land use designation, zoning, or uses currently permitted on the West Berkeley Shellmound.

Section 3. Exemption from Environmental Review.

The City Council finds that rematriation of the Shellmound site to the Ohlone people does not commit the City to implement any public improvement or to take any action that may result in physical changes in the environment. Under Section 21065 of the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21065) and Section 15378 of the CEQA Guidelines (14 Cal. Code Regs. § 15378), the rematriation is not a “project” as defined in CEQA. By approving this Ordinance and restoring title to the Shellmound site to the Ohlone people, the City has not, and is not, making any commitment to (a) issue a lease, permit, license, certificate, or other entitlement for use, or (b) develop, construct, or improve any facilities or cause any other physical changes in the environment. The rematriation of the Shellmound is further exempt from environmental review under CEQA Guidelines Section 15061, paragraphs (b)(2) and (b)(3), and Sections 15301, 15304, and 15325.

Section 4. Acquisition and Transfer of Property.

The City Manager is hereby authorized to acquire on behalf of the City of Berkeley, the real property located at 1900 Fourth Street, Berkeley, CA, APNs 057-2101-001-03 and 057-2101-005-00 for the price of \$27,000,000.00, and to execute all contracts and other documents necessary and any other necessary actions to complete the acquisition. The City Manager is also authorized to transfer the aforementioned real property to the Sogorea Te Land Trust and to execute all contracts and other documents necessary to complete the transfer.

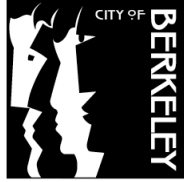
Section 5. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King, Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a special meeting of the Council of the City of Berkeley held on March 12, 2024, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Hahn, Humbert, Kesarwani, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



## AGENDA

### BERKELEY CITY COUNCIL MEETING

Tuesday, March 19, 2024

6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

TELECONFERENCE LOCATION - ROSARITO BEACH HOTEL, BLVD. BENITO JUÁREZ 31, ZONA CENTRO, 22700 PLAYAS DE ROSARITO, B.C., MEXICO

JESSE ARREGUIN, MAYOR

Councilmembers:

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## Preliminary Matters

### Roll Call:

**Land Acknowledgement Statement:** *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley’s residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley’s incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

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**Public Comment by Employee Unions (first regular meeting of the month):** *This period of public comment is reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak*

## Consent Calendar

*The Council will first determine whether to move items on the agenda for “Action” or “Information” to the “Consent Calendar”, or move “Consent Calendar” items to “Action.” Three members of the City Council must agree to pull an item from the Consent Calendar or Information Calendar for it to move to Action. Items that remain on the “Consent Calendar” are voted on in one motion as a group. “Information” items are not discussed or acted upon at the Council meeting unless they are moved to “Action” or “Consent”.*

*No additional items can be moved onto the Consent Calendar once public comment has commenced. At any time during, or immediately after, public comment on Information and Consent items, any Councilmember may move any Information or Consent item to “Action.” Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.*

*For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.*

## Consent Calendar

**Public Comment on Consent Calendar and Information Items Only:** *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. Speakers will be entitled to two minutes each to speak in opposition to or support of Consent Calendar and Information Items. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

*Additional information regarding public comment by City of Berkeley employees and interns: Employees and interns of the City of Berkeley, although not required, are encouraged to identify themselves as such, the department in which they work and state whether they are speaking as an individual or in their official capacity when addressing the Council in open session or workshops.*

## Consent Calendar

**1. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 19, 2024**

**From: City Manager**

**Recommendation:** Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.

**Financial Implications:** General Fund - \$120,000

Contact: Henry Oyekanmi, Finance, (510) 981-7300

**2. Contract No. 32200150 Amendment: Range Maintenance Services LLC for Indoor Range Cleaning**

**From: City Manager**

**Recommendation:** Adopt a Resolution authorizing the City Manager to amend Contract No. 32200150 with Range Maintenance Services LLC to perform indoor range cleaning services from \$45,000 to an amount not to exceed \$150,000 extending from January 8, 2024 to December 1, 2028.

**Financial Implications:** See report

Contact: Jennifer Louis, Police, (510) 981-5900

**3. Contract No. 108090-1 Amendment: IPS Group, Inc. for Parking Management System, Parking Meter Maintenance, and Conversion to Pay-by-Plate Pay Stations**

**From: City Manager**

**Recommendation:** Adopt a Resolution authorizing the City Manager to amend Contract No. 108090-1 with IPS Group, Inc. to: -Extend the contract from June 30, 2024 through June 30, 2026 for IPS Group, Inc. to continue servicing parking meters and providing replacement parts; - Provide 225 new multi-space pay-by-plate stations to replace the existing multi-space pay-and-display stations in the City; and - Increase the contract amount by \$3,865,300 for a total contract amount of \$12,790,172.

**Financial Implications:** See report

Contact: Andrew Murray, Public Works, (510) 981-6300

## Consent Calendar

- 4. Contract No. 115731-1 Amendment: SKIDATA, Inc. (formerly Sentry Control Systems) for Extending Parking Access and Revenue Control System Maintenance Services and Warranties**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to amend Contract No. 115731-1 (Contract No. 10661B in FUND\$) with SKIDATA, Inc. (formerly Sentry Control Systems) to provide critical maintenance services and warranties for parking access and revenue control system equipment nearing the end of its useful life in the City's three parking garages -- Center Street, Oxford and Telegraph Channing -- extending the term by two years to June 30, 2026 and increasing the contract amount by \$919,815 for a total not-to-exceed of \$2,915,355.  
**Financial Implications:** See report.  
Contact: Andrew Murray, Public Works, (510) 981-6300
- 5. Grant Application: GFO-23-606 - Charging Infrastructure for Government Fleets**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution: Authorizing the City Manager or their designee to submit a Grant application in response to the California Energy Commission's solicitation GFO 23-606 Charging Infrastructure for Government Fleets Grant Program for City electric vehicle (EV) charging infrastructure projects; Authorizing the City Manager to sign a Letter of Commitment for the local matching funds; and Referring the required local match, 30% of the total project cost, to the FY 2025-2026 Budget process for consideration of the City's General Fund (Fund 011).  
**Financial Implications:** See report  
Contact: Andrew Murray, Public Works, (510) 981-6300
- 6. \*\*\*Item Removed by the City Manager\*\*\* Purchase Order Extension Authorizations for Critical Vendors of Equipment Maintenance Parts and Services for Multiple Departments**  
**From: City Manager**  
Contact: Andrew Murray, Public Works, (510) 981-6300
- 7. Purchase Order: Owen Equipment Sales for One Combination Storm Sewer Cleaner**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City to participate in Sourcwell (formerly NJPA) Contract #101221-VTR and authorizing the City Manager to execute a purchase order for one (1) Combination Storm Sewer Cleaner with Owen Equipment Sales in an amount not to exceed \$665,000.  
**Financial Implications:** See report  
Contact: Andrew Murray, Public Works, (510) 981-6300



## Council Consent Items

### 8. East Bay Hills Wildfire Prevention Coordinating Group Representative Selection

**From: Mayor Arreguin (Author)**

**Recommendation:** Adopt a Resolution to appoint Vice Mayor Susan Wengraf as the City of Berkeley's Representative Member to the East Bay Hills Wildfire Prevention Coordinating Group, and Councilmember Mark Humbert as the Alternate.

**Financial Implications:** None

Contact: Jesse Arreguin, Mayor, (510) 981-7100

## Action Calendar

*The public may comment on each item listed on the agenda for action. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again during one of the Action Calendar public comment periods on the item. Public comment will occur for each Action item (excluding public hearings, appeals, and/or quasi-judicial matters) in one of two comment periods, either 1) before the Action Calendar is discussed; or 2) when the item is taken up by the Council.*

*A member of the public may only speak at one of the two public comment periods for any single Action item.*

*The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.*

*Action items may be reordered at the discretion of the Chair with the consent of Council.*

## Action Calendar – Scheduled Public Comment Period

*During this public comment period, the Presiding Officer will open and close a comment period for each Action item on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters). The public may speak on each item. Those who speak on an item during this comment period may not speak a second time when the item is taken up by Council.*

## Action Calendar – New Business

### 9. Adoption of a Master License Agreement Template for the Non-Exclusive Installation of Small Cell Telecommunications Facilities on City Owned and Maintained Streetlight Poles in the Public Right-of-Way

**From: City Manager**

**Recommendation:** Adopt a Resolution approving a Master License Agreement template for the non-exclusive installation of small cell telecommunication facilities (equipment) by private telecommunication companies on City owned and maintained streetlight poles in the public right-of-way.

**Financial Implications:** See report.

Contact: Andrew Murray, Public Works, (510) 981-6300

## Information Reports

10. **Audit Status Report Response: Code Enforcement Resources Significantly Constrained and Improvements Needed in Case Management and Oversight**  
**From: City Manager**  
Contact: Peter Radu, City Manager's Office, (510) 981-7000
11. **LPO NOD: 2144 Shattuck Avenue/#LMSAP2023-0007**  
**From: City Manager**  
Contact: Jordan Klein, Planning and Development, (510) 981-7400
12. **LPO NOD: 2274 Shattuck Avenue, #LMIN2023-0003**  
**From: City Manager**  
Contact: Jordan Klein, Planning and Development, (510) 981-7400
13. **Audit Status Reports: Fleet Replacement Fund Short Millions & Rocky Road: Berkeley Streets At Risk and Significantly Underfunded**  
**From: City Manager**  
Contact: Andrew Murray, Public Works, (510) 981-6300

## Public Comment – Items Not Listed on the Agenda

### Adjournment

**NOTICE CONCERNING YOUR LEGAL RIGHTS:** *If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Archived indexed video streams are available at:

<https://berkeleyca.gov/your-government/city-council/city-council-agendas>.

Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street as well as posted on the City's website at <https://berkeleyca.gov/>.

Agendas and agenda reports may be accessed via the Internet at:  
<https://berkeleyca.gov/your-government/city-council/city-council-agendas>  
and may be read at reference desks at the following locations:

City Clerk Department - 2180 Milvia Street, First Floor  
Tel: 510-981-6900, TDD: 510-981-6903, Fax: 510-981-6901  
Email: [clerk@berkeleyca.gov](mailto:clerk@berkeleyca.gov)

Libraries: Main – 2090 Kittredge Street,  
Claremont Branch – 2940 Benvenue, West Branch – 1125 University,  
North Branch – 1170 The Alameda, Tarea Hall Pittman South Branch – 1901 Russell

**COMMUNICATION ACCESS INFORMATION:**

This meeting is being held in a wheelchair accessible location.

To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.



Captioning services are provided at the meeting, on B-TV, and on the Internet. In addition, assisted listening devices for the hearing impaired are available from the City Clerk prior to the meeting, and are to be returned before the end of the meeting.

~~~~~  
I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on March 7, 2024.

A handwritten signature in black ink that reads "Mark Numainville".

Mark Numainville, City Clerk

Communications

Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing at the City Clerk Department and through [Records Online](#).

Traffic Safety

1. Jeannette MacMillan
2. Ana Vasudeo
3. Arun Dixit

4. Cara Pine

Train Noise

5. David Lerman (2)

6. Lino Ancheta, on behalf of City of Berkeley's Environmental Health

Berkeley Landfill at Cesar Chavez Park

7. Claudia Kawczynska

Support for Adding Prohibiting Discrimination of the Basis of Family or Relationship Structure to BMC Code 13.22

8. The Woodhull Freedom Foundation

Bike Plans

9. Walk Bike Berkeley

Restoring Old City Hall and Veterans Buildings

10. Berkeley Architectural Heritage Association

Berkeley Measure H

11. Barbara Gilbert

Alta Bates Hospital

12. Dorothea Dorenz

13. Lisa Chow

Surveillance Cameras

14. Police Accountability Board

North Berkeley BART Bonds

15. David Lerman

SB 330 and Downtown Theaters

16. Virginia Warheit

People's Park

17. Moni Law (2)

Affordable and Middle Housing

18. Kaden Nguyen

19. Owen Thompson-Lastad

Hate Crimes

20. Atalea Jacob (2)

Fire Alarm Issue at 2510 Bancroft Street

21. Marlo De La Mora

URL's Only

22. Vivian Warkentin

Gaza and Israel

23. Christina Harb

24. Kaizen8forever@

25. James Mcfadden

26. Hannah Schlacter

27. Autumn Goldstein

28. Barbara Erickson

Supplemental Communications and Reports

Items received by the deadlines for submission will be compiled and distributed as follows. If no items are received by the deadline, no supplemental packet will be compiled for said deadline.

- **Supplemental Communications and Reports 1**
Available by 5:00 p.m. five days prior to the meeting.
- **Supplemental Communications and Reports 2**
Available by 5:00 p.m. the day before the meeting.
- **Supplemental Communications and Reports 3**
Available by 5:00 p.m. two days following the meeting.



Office of the City Manager

CONSENT CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Henry Oyekanmi, Director, Finance
 Subject: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 19, 2024

RECOMMENDATION

Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager’s threshold will be returned to Council for final approval.

FISCAL IMPACTS OF RECOMMENDATION

Total estimated cost of items included in this report is **\$120,000**

<u>PROJECT</u>	<u>Fund</u>	<u>Source</u>	<u>Amount</u>
Independent Third-Party Audit of Payroll Audit Division	011	General Fund	\$120,000
Total:			\$120,000

CURRENT SITUATION AND ITS EFFECTS

On May, 6, 2008, Council adopted Ordinance No. 7,035-N.S. effective June 6, 2008, which increased the City Manager’s purchasing authority for services to \$50,000. As a result, this required report submitted by the City Manager to Council is now for those purchases in excess of \$100,000 for goods; and \$200,000 for playgrounds and construction; and \$50,000 for services. If Council does not object to these items being sent out for bid or proposal within one week of them appearing on the agenda, and upon final notice to proceed from the requesting department, the IFB (Invitation for Bid) or RFP (Request for Proposal) may be released to the public and notices sent to the potential bidder/respondent list.

Formal Bid Solicitations and Request for Proposals
Scheduled for Possible Issuance After Council
Approval on March 19, 2024

CONSENT CALENDAR
March 19, 2024

BACKGROUND

On May 6, 2008, Council adopted Ordinance No. 7,035-N.S., amending the City Manager's purchasing authority for services.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The Finance Department reviews all formal bid and proposal solicitations to ensure that they include provisions for compliance with the City's environmental policies. For each contract that is subject to City Council authorization, staff will address environmental sustainability considerations in the associated staff report to City Council.

RATIONALE FOR RECOMMENDATION

Need for the goods and/or services.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Darryl Sweet, General Services Manager, Finance, 510-981-7329

Attachments:

- 1: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on March 19, 2024
 - a. Independent Third-Party Audit of Payroll Audit Division

Note: Original of this attachment with live signature of authorizing personnel is on file in General Services.

SPECIFICATION NO.	DESCRIPTION OF GOODS / SERVICES BEING PURCHASED	APPROX. RELEASE DATE	APPROX. BID OPENING DATE	INTENDED USE	ESTIMATED COST	BUDGET CODE TO BE CHARGED	DEPT. / DIVISION	CONTACT NAME & PHONE
24-11660-C	Independent Third-Party Audit of Payroll Audit Division	3/20/2024	4/19/2024	Independent Internal Controls/Performance Audit of the Payroll Audit Division to Generally Accepted Government Standards (GAGAS)	\$120,000.00	PROF SVCS – MISCELLANEOUS 011-12-122-000-0000-000-411-612990-	City Auditor's Office/Performance Audit Capital Projects	Erin Mullin (510) 981-6756 x6432
DEPT. TOTAL					\$ 120,000.00			
TOTAL					\$ 120,000.00			



Office of the City Manager

CONSENT CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Jennifer Louis, Police Chief
Subject: Contract No. 32200150 Amendment: Range Maintenance Services LLC for Indoor Range Cleaning

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 32200150 with Range Maintenance Services LLC to perform indoor range cleaning services from \$45,000 to an amount not to exceed \$150,000 extending from January 8, 2024 to December 1, 2028.

FISCAL IMPACTS OF RECOMMENDATION

The recommended amendment will allocate an additional \$105,000 to the existing Range Maintenance Services LLC contract. These funds will be sourced from the Police General Fund Budget.

CURRENT SITUATION AND ITS EFFECTS

The current contract with Range Maintenance Services LLC has been effective in maintaining the cleanliness and functionality of the city’s indoor range, ensuring a safe environment for firearms training and State and City required firearms qualifications. The Department has worked with Range Maintenance Services since 2002.

The department’s indoor range is in operation 24 hours per day, seven days per week and is only for use by Berkeley Police. The facilities' main purpose is to provide a climate controlled all-indoor range for the Department’s police officers who are required to complete periodic firearms trainings.

It is imperative for the Department to keep its gun range facility clean and safe. The City must protect its employees from lead and gaseous pollutants, which are common dangers of an indoor gun range. In order to protect the health of all range users and the long-term health of the facility, BPD’s range will continue to undergo a series of maintenance services including preventative maintenance of the target system, preventative maintenance of the bullet trap, preventative maintenance of the air handler, and perform cleaning of the bullet trap, including filter replacement and hazardous waste disposal.

The City of Berkeley Toxics Management Team inspects and regulates the range facility to ensure that the facility is safe for employees to use.

BACKGROUND

Due to the specialized nature of range cleaning services, the department has been challenged to find suitable providers to ensure the indoor range's property range maintenance and cleanliness. We contacted other vendors, and they either would not come to our range due to the small size or they would charge a significantly higher fee than what we would get with Range Maintenance Services. The existing contract with Range Maintenance Services LLC has proven effective in providing the needed services.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Maintaining a clean range is important for the health and safety of range users and contributes to environmental sustainability. Proper cleaning and maintenance practices help to minimize the release of ammunition dust and other contaminants into the environment, reducing the potential health impact on the staff.

RATIONALE FOR RECOMMENDATION

Maintaining a clean range is essential for the safety and well-being of range users and instructors. By continuing the contract with Range Maintenance Services LLC, the City will ensure that the indoor range remains clean, functional, and safe for firearms training and qualifications. This will contribute to the overall safety and experience of the range users while maintaining the City and police department's commitment to public health and safety.

ALTERNATIVE ACTIONS CONSIDERED

The alternative action considered was to continue searching for additional providers of range cleaning services through a competitive procurement process. However, Range Maintenance Services has been a trusted and reliable contractor for the Department for more than twenty years.

CONTACT PERSON

Jennifer Louis, Police Chief, (510) 981-5700

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 32200150 AMENDMENT: RANGE MAINTENANCE
SERVICES FOR RANGE CLEANING

WHEREAS, Range Maintenance Services LLC is a reputable range cleaning service provider, and

WHEREAS, maintaining a clean and safe range environment is crucial for the well-being of our employees and the community, and

WHEREAS, Range Maintenance Services LLC has demonstrated expertise and efficiency in their range cleaning services, and

WHEREAS, the City of Berkeley recognizes the importance of maintaining a clean and safe indoor range space, and

WHEREAS, Range Maintenance Services LLC has been identified as a trusted partner in providing range cleaning services at reasonable prices.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend Contract No. 32200150 with Range Maintenance Services LLC for range cleaning services extending through December 1, 2028, with a total contract value not to exceed \$150,000.



Office of the City Manager

CONSENT CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Andrew Murray, Interim Director of Public Works
 Subject: Contract No. 108090-1 Amendment: IPS Group, Inc. for Parking Management System, Parking Meter Maintenance, and Conversion to Pay-by-Plate Pay Stations

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 108090-1 with IPS Group, Inc. to:

- Extend the contract from June 30, 2024 through June 30, 2026 for IPS Group, Inc. to continue servicing parking meters and providing replacement parts;
- Provide 225 new multi-space pay-by-plate stations to replace the existing multi-space pay-and-display stations in the City; and
- Increase the contract amount by \$3,865,300 for a total contract amount of \$12,790,172.

FISCAL IMPACTS OF RECOMMENDATION

The contract amendment will increase IPS Group, Inc.'s total contract amount by \$3,865,300 for a total contract amount not-to-exceed of \$12,790,172. Funding is available in the Parking Meter Fund (Fund 631) in the amount of \$3,029,075 for FY 2025 and \$836,225 for FY 2026. Below is a table of anticipated annual expenditures:

	FY 2025	FY 2026
System Service, Equipment Maintenance and Parts	\$1,241,796	\$836,225
Multi-space Pay Station Hardware	\$1,787,279	n/a
<i>SUBTOTAL</i>	\$3,029,075	\$836,225
	FY 25-26 TOTAL	\$3,865,300

CURRENT SITUATION AND ITS EFFECTS

The City uses 2,032 single-space parking meters and 243 multi-space pay stations supplied by IPS Group, Inc. to manage public on-street parking in commercial districts throughout the City. IPS “smart” meters and pay stations accept coin and credit card payments and are equipped with T-Mobile and Verizon modems allowing them to

connect to cellular networks for programming and to send transaction-related information. Staff retrieves transaction data and program meters via a web-based software operating system that is maintained by the vendor.

The City implemented the use of IPS smart single-space meters starting in the end of 2010, and by the end of 2014, IPS smart meters were installed citywide. Subsequently, IPS multi-space pay-and-display stations were installed in 2015. The equipment has proven to be a cost-effective parking management mechanism, positively impacting operations by making it easier for customers to pay for parking while improving the integrity of parking data for staff. The City assumes a ten-year operable lifespan for single-space meters, and seven years for pay stations. Over eight years have elapsed since the pay-and-display stations were installed and therefore replacement is overdue.

IPS Group, Inc. will provide 225 multi-space pay-by-plate pay stations, replacement parts, supplies, wireless data connection fees, system licenses, and repair services to replace the existing pay stations and to continue servicing the single-space meters, which were replaced over the past several years. There are 243 IPS pay-and-display stations in the City, but only 225 new IPS pay-by-plate stations are needed. Thirteen pay-by-plate stations were previously installed as part of the SmartSpace Parking Pilot Program in 2022, and five pay-and-display stations were removed for construction of the Southside Complete Streets Project. Without replacement of the multi-space pay stations, which are past their operable lifespan, the equipment is prone to functionality issues that would impact all payment/revenue transaction, setting rates and time limits, and alerting staff to malfunctions. This amendment will replace 225 multi-space pay stations to ensure an operable equipment lifespan of seven more years, and maintain the City's remaining parking meter equipment and system for two additional years.

Amending the contract supports the Strategic Plan Priority Project of advancing our goal of creating a resilient, safe, connected, and prepared city.

BACKGROUND

The City has used IPS "smart" coin and credit card meters since adopting Resolution No. 65,119-N.S. on December 7, 2010, when they were introduced in the grant-funded Berkeley Transportation Action Plan (B-TAP) to facilitate demand-responsive pricing and time limit adjustments. The B-TAP pilot project was later renamed the goBerkeley parking management program, and became a permanent baseline program in 2015.

In November 2015, the City entered into a contract with IPS Group, Inc. after adopting Resolution No. 67,093-N.S. The contract was extended via amendments authorized by Resolution No. 69,419-N.S. on May 26, 2020, and again after Resolution No. 70,237-N.S. was adopted on February 22, 2022. The original contract and subsequent amendments provided funding for critical infrastructure upgrades for cellular network connectivity and extended the contract to June 30, 2024. These upgrades have not yet

been completed due to vacancies within Public Works, including the Parking Services Manager, the senior-most parking staff member.

Replacing pay-and-display with pay-by-plate pay stations comes with many benefits. Pay-by-plate gives the option to pay at any pay station on the block. If you pay for parking but leave prior to expiration, you may return to the same block and park without paying again, as long as you are within the original paid time. It streamlines enforcement, giving parking control officers more time to focus on safety issues like double-parking and neighborhood issues like residential permit parking enforcement.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Both parking meter types are powered by environmentally friendly solar panels and a combination rechargeable and back-up battery pack. The pay stations include sensors that conserve battery life from the LED lighting that is illuminated with detection of customer presence or when a transaction is initiated. Additionally, proximity sensors in pay stations will “awaken” a meter upon a customer’s arrival, maximizing efficiency.

RATIONALE FOR RECOMMENDATION

The IPS parking meter system, including single-space meters and pay stations, the web-based meter programming software, replacement parts, and support services are required to maintain the City’s parking management operations, which generate revenue for the City. Currently the City has 225 multi-space pay stations that are past their operable lifespan and require replacement. Replacing the 225 pay stations in 2024 will reduce the City’s expenses related to pay station maintenance over the next seven years (their operable lifespan). Other operational benefits of replacing existing pay-and-display pay stations with pay-by-plate pay stations are described in “Background”.

ALTERNATIVE ACTIONS CONSIDERED

Council could decide not to extend the term of the contract or extend it for one year instead of two. If Council were to decide not to extend the contract, meter and pay station software and hardware would not be serviced by IPS Group, Inc., leaving the City without a parking management system and no parking meter revenue. Extending the contract by one year instead of two would severely constrain the time available for staff to manage a complex procurement process for a new vendor to provide a replacement parking management system. Given current vacancies within Public Works’ Transportation Division, there is not sufficient staffing to undertake this effort in less than two years. Additionally, a two-year extension allows the City to lock in current parts and services costs, protecting against future vendor price increases.

Council could decide not to acquire 225 pay stations to replace existing pay stations in the City. However, since the existing pay stations are past their operable lifespan, the City would be obligated to service outdated machines and the cost for service would likely exceed the cost of replacement over the next seven years.

Contract No. 108090-1 Amendment: IPS Group, Inc.
for Parking Management System, Parking Meter
Maintenance, and Conversion to Pay-by-Plate Pay Stations

CONSENT CALENDAR
March 19, 2024

CONTACT PERSON

Kim Pham, Co-Acting Parking Services Manager (510) 981-6445
Noah Budnick, Co-Acting Parking Services Manager (510) 981-7069
Elliott Schwimmer, Senior Planner, Public Works, (510) 981-7066

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 108090-1 AMENDMENT: IPS GROUP, INC. FOR PARKING MANAGEMENT SYSTEM, PARKING METER MAINTENANCE, AND CONVERSION TO PAY-BY-PLATE PAY STATIONS

WHEREAS, on June 23, 2015 by Resolution No.67,093-N.S. the Council authorized Contract No. 108090-1 with IPS Group, Inc. for multi-space and single space parking meters, parts, supplies, and fees for wireless data connections, system licenses, software escrow, and warranties; and

WHEREAS, IPS pay-by-plate pay stations accept coin and credit card payments, and were originally equipped with T-Mobile and Verizon 2G modems allowing them to connect to cellular networks to receive programming and send transaction-related information; and

WHEREAS, the City purchased and installed IPS single-space meters and multi-space pay stations from November 2015 to June 2017, for which the contract provides a data management system, replacement parts, support, fees, and licenses; and

WHEREAS, the current 225 multi-space pay stations have been used for eight years, which is past their operable lifespan of seven years; and

WHEREAS, the multi-space pay station replacement is needed to support all meter functionality, including: all payment/revenue transactions, setting rates and time limits, and alerting staff to malfunctions; and without the upgrades, these activities will not be possible; and

WHEREAS, the contract was last amended on February 22, 2022 following Council authorization via Resolution No. 70,237-N.S., and is set to expire June 30, 2024; and

WHEREAS, Council approval is needed to extend the contract through June 30, 2026, to ensure the existing meter system is upgraded and maintained; and

WHEREAS, the funding of \$3,865,300 for the contract amendment is from the Parking Meter Fund (Fund 631) is subject to appropriation in FY 2025 and FY 2026; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend Contract No. 108090-1 with IPS Group, Inc. for a total amount not to exceed of \$12,790,172 through June 30, 2026, for pay station replacements, replacement parts, system maintenance, fees, and licenses.



Office of the City Manager

CONSENT CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Andrew Murray, Interim Director of Public Works
 Subject: Contract No. 115731-1 Amendment: SKIDATA, Inc. (formerly Sentry Control Systems) for Extending Parking Access and Revenue Control System Maintenance Services and Warranties

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 115731-1 (Contract No. 10661B in FUNDS) with SKIDATA, Inc. (formerly Sentry Control Systems) to provide critical maintenance services and warranties for parking access and revenue control system equipment nearing the end of its useful life in the City’s three parking garages -- Center Street, Oxford and Telegraph Channing -- extending the term by two years to June 30, 2026 and increasing the contract amount by \$919,815 for a total not-to-exceed of \$2,915,355.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the contract amendment of the SKIDATA Parking Access and Revenue Control System (PARCS) is available in the FY 2024 Off-Street Parking Fund (627) budget and is subject to appropriation in the Fiscal Year (FY) 2025 and FY 2026 budgets.

Current contract amount	\$ 1,995,540
<u>Amended contract amount (through FY26)</u>	<u>\$ 919,815</u>
Total NTE	\$ 2,915,355

Below is a table of anticipated annual expenditures:

	FY25	FY26	SUBTOTAL
Operations - IT Management Service, Software	\$215,691.90	\$221,562.66	\$437,254.57
Service, Equipment Maintenance and Parts	\$56,817.48	\$56,817.48	\$113,634.97
Capital Improvements	\$368,924.77	n/a	\$368,924.77
	FY25-26 TOTAL		\$919,814.30

CURRENT SITUATION AND ITS EFFECTS

The City entered into its current contract with SKIDATA, Inc. (formerly Sentry Control Systems) on July 1, 2017, with Resolution No. 68,009-N.S. This contract provides preventative maintenance, parts, and software for the Parking Access and Revenue Control System (PARCS) and the parking guidance system (PGS) equipment at the City's three public parking garages. On October 27, 2020, with Resolution No. 69,594-N.S., Council authorized the current contract amendment to provide funding for warranty coverage of the Center Street Garage's new parking guidance system. This current contract, including the warranties on much of the equipment, is currently set to expire June 30, 2024. SKIDATA is the core technology that powers the access control and payment systems at the City's three garages.

To ensure professional operations and high-quality customer service at the Center Street, Oxford and Telegraph Channing garages, the City continuously maintains and invests in the systems that support our garages. Over the next two fiscal years, baseline service and operations for SKIDATA's systems will cost approximately \$225,000 a year. This includes software, IT support and maintenance.

The City needs to make capital improvements to the equipment that collects customer payments and controls access to the garages. This equipment has reached the end of its lifespan. In particular, the "Pay on Foot" (POF) kiosks, where customers pay for parking, need to be replaced. They are 13-years old (far exceeding their ten-year lifespan and warranty, which expires on June 30, 2024). This one-time capital expense totals approximately \$275,000. The new kiosks will have a lifespan of approximately ten years. The City also needs to upgrade the security systems at the garages' staff entrances; this will cost an estimated \$50,000. In the City's continuous effort to improve customer service, the new contract with SKIDATA will also invest \$32,000 in digital signage for the Center Street Garage that will tell customers how many parking spaces are available. Together, these capital costs total approximately \$370,000, including \$10,000 in taxes.

Not replacing old equipment and upgrading related systems puts garage operations, customer service and revenue at risk. Old equipment is more likely to breakdown, become inoperable and require expensive parts and maintenance. Service, maintenance and repair costs will be cheaper over the recommended extended agreement length. Since vendor parts and service costs increase over time, staff seek to 'lock in' current rates for maintenance services in the contract. SKIDATA's warranty extension 'locks in' pricing on all of the City's equipment through FY 2026.

Extending SKIDATA, Inc. Parking Access and Revenue Control System Maintenance Services and Warranties and making capital improvements are Strategic Plan Priority Projects, advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

In March 2012, based on a recommendation from the City Auditor to fully automate the garage revenue system, the City purchased SKIDATA PARCS equipment for its three public parking garages: Center Street, Oxford and Telegraph Channing. Sentry Control Systems (now SKIDATA, Inc.) installed and currently maintains the revenue system, and provides periodic Payment Card Industry (PCI) compliance upgrades. SKIDATA has provided reliable access control and payment systems for the City's garages, meeting public expectations for customer service and ensuring a revenue stream that helps meets the City's bond obligation for the Center Street Garage, maintaining the credit rating of the City of Berkeley.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The City's three parking garages are part of the City's goBerkeley demand-responsive parking program and play an important role in improving parking turnover, which reduces the amount of time people drive to look for parking, thus reducing greenhouse gas emissions in the Downtown Berkeley and Southside/Telegraph areas.

RATIONALE FOR RECOMMENDATION

Key pieces of the City's garage access control and revenue systems are in need of replacement. Extending the contract term and increasing the contract amount will allow the City to cover needed costs in Fiscal Years 2025 and 2026 and to lock in lower service and maintenance costs and a new warranty, saving money over time. These costs will be paid for out of the self-supporting parking fund and do not have an impact on the City's General Fund.

Much of the SKIDATA equipment the City installed in the three public parking garages has exceeded its ten-year lifespan. Maintenance and repair will become much more costly as this old equipment is less reliable and replacement parts are harder to obtain. This will erode the quality of customer service and puts garage revenue, the Center Street Garage bond and the City's credit rating at risk.

Well-running equipment allows the City to collect this revenue without service interruptions. This is critical for making bond payments on the Center Street Garage and maintaining the City's bond rating. Additional revenue also supports the City's current and future fiscal health.

ALTERNATIVE ACTIONS CONSIDERED

If this contract amendment is not approved, funding will be unavailable for critical maintenance and upgrades of the City's garage access control and payment equipment. The effects of malfunctioning or inoperable equipment are far reaching. If equipment fails, the City may need to revert to processing payment transactions manually at parking facilities, resulting in higher contractor costs. Alternatively, the City would need to shut down any malfunctioning off-street parking facility entirely, resulting in loss of revenue that would risk the fiscal health of programs and bond payments

reliant on this source of funding. It would also put the City of Berkeley's credit rating at risk.

CONTACT PERSON

Hamid Mostowfi, Transportation Division Manager (510) 981-6403

Noah Budnick, Senior Management Analyst, Transportation and Engineering Divisions
(510) 981-7069

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 115731-1 AMENDMENT: SKIDATA, INC. (FORMERLY SENTRY CONTROL SYSTEMS) FOR MAINTENANCE AND WARRANTIES AND EXTENSION OF CONTRACT TERM

WHEREAS, the City owns and operates three public parking facilities with automated entry/exit and payment capabilities; and

WHEREAS, the City is currently under contract with SKIDATA, Inc. (formerly Sentry Control Systems) to install and maintain the Parking Access and Revenue Control System (PARCS) at the three facilities; and

WHEREAS, FUND\$ Contract No.10661 was executed July 1, 2017 as authorized by Resolution No. 68,009-N.S., was subsequently amended on September 14, 2017 with the same Council authorization, to include maintenance and extended warranties, and will expire June 30, 2024; and

WHEREAS, the contract was amended on October 27, 2020, with Resolution No. 69,594-N.S., to provide warranty coverage for the Center Street Garage's new parking guidance system, but was scaled back in scope due to COVID-19 cost considerations; and

WHEREAS, PARCS equipment in the City's three public parking facilities is now thirteen years old and in need of routine parts replacement; and

WHEREAS, extending the contract term an additional two years until June 30, 2026 will lock in lower cost warranty rates for all of the City's PARCS equipment and allow staff adequate time to conduct an RFP process for replacement equipment; and

WHEREAS, funding for extending maintenance and warranties for existing equipment through FY 2026 is subject to appropriation in each fiscal year of the contract term in the Off-Street Parking Fund (Fund 627).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 115731-1 with SKIDATA, Inc. (formerly Sentry Control Systems) to provide maintenance services and warranties for parking access and revenue control system equipment, increasing the contract amount by \$919,815 for a total not-to-exceed amount of \$2,915,355, and extending the contract term by two years to June 30, 2026.



Office of the City Manager

CONSENT CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Andrew Murray, Interim Director of Public Works
 Subject: Grant Application: GFO 23-606 - Charging Infrastructure for Government Fleets

RECOMMENDATION

Adopt a Resolution:

- Authorizing the City Manager or their designee to submit a Grant application in response to the California Energy Commission's solicitation GFO 23-606 - Charging Infrastructure for Government Fleets Grant Program for City electric vehicle (EV) charging infrastructure projects; and
- Authorizing the City Manager to sign a Letter of Commitment for the local matching funds; and
- Referring the required local match, 30% of the total project cost, to the FY 2025-2026 Budget process for consideration of the City's General Fund (Fund 011).

FISCAL IMPACTS OF RECOMMENDATION

The City is transitioning its fleet from traditional fossil fuel vehicles to EVs in order to comply with City Council directives and State regulations. To support these new EVs, the City will need to expand its EV charging infrastructure. The City has not yet identified a source of funding to install the many new EV chargers that will be needed by the new fleet vehicles. The California Energy Commission (CEC) recently issued a solicitation for applications for the Charging Infrastructure for Government Fleets Grant Program (Grant) for the planning, design, and installation of electric vehicle (EV) charging stations. If authorized, City Staff will submit an application in April 2024 in an amount up to \$6 million, the maximum award, for this Grant. The Grant requires a local match of at least 30% of the total project cost, which could amount to a maximum of \$2.5 million (30% of a total project budget of \$8.5 million), which would be funded by the City's General Fund (Fund 011) subject to approval by City Council and appropriation as part of the FY 2025 – 2026 Budget Development process and in future fiscal year budgets. The actual timing of when project expenses will be incurred and Grant and local funds would be used would be subject to the Project schedule. Per the Grant requirements, all work must be completed by June 30, 2028.

CURRENT SITUATION AND ITS EFFECTS

The City does not have any future funding allocated for the installation of EV charging infrastructure required to support its goal of operating an all-electric fleet. The City's goal is guided by City Council directive and State regulation. To support the implementation of the City's Climate Action Plan, members of City Council submitted a referral to the Energy and Transportation Commissions on June 12, 2018, to establish a date by which the City could commit to becoming a fossil fuel-free city, and further consider fleet electrification. Subsequently, based on the report issued from the Energy Commission, on June 25, 2019, City Council issued a directive (An Action Plan for Greening the City of Berkeley Fleet of Vehicles) for the Public Works Department and the City Manager to collaborate on an action plan to aggressively accelerate electrification of the City's municipal fleet to eliminate fossil fuel use in municipal vehicles, where technically feasible, by 2030. On July 21, 2020, City Council adopted the Electric Mobility Roadmap (Resolution No. 69,504-N.S.), which outlined an action plan to electrify the City's fleet. Staff is currently on track to purchase an estimated 30 light-duty EVs by 2028. In addition, the California Air Resources Board's (CARB's) Advance Clean Fleet (ACF) regulation requires local municipalities to transition their medium- and heavy-duty fleet to zero-emission vehicles by 2045. The City will be required to purchase an estimated 30 medium- and heavy-duty EVs by 2029 to remain compliant.

The City currently owns and operates 27 fleet charging ports at two City locations. The City has 56 hybrid and all-electric light-duty vehicles either in service or planned to be delivered. In addition to these EVs, future fleet EVs would be domiciled across 24 City locations. EV operations will require EV charging infrastructure to be installed where EVs are domiciled. Without sufficient funding to implement an expansion of EV charging infrastructure, the City will not be able to operate its planned EV fleet in the next five years. The grant would allow the City to install at least 100 charging ports. A limited scope five-year EV charger project has been proposed for the installation of 40 charging ports. Staff have identified staffing resources to plan and design EV charging stations to meet minimum requirements for compliance with City directive and State regulation. Project funding, which is estimated at \$3.5 million, has not yet been secured. Additional funding would also be required after Fiscal Year 2029 to continue the necessary EV charging infrastructure buildout. Funding provided by this grant opportunity would allow the City to install enough EV charging ports to accelerate the transition to an all-electric fleet. The deadline to submit the Grant application is April 5, 2024.

If the City successfully obtains and executes a Grant, the resulting Project would help the City meet its Strategic Goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment. City of Berkeley's current goal is to reduce greenhouse gas emissions by 80% by 2050.

BACKGROUND

On October 7, 2023, the State of California Assembly Bill 126 was enacted, which reauthorized the CEC's Clean Transportation Program through July 1, 2035 and focused the program on zero-emission transportation. On December 21, 2023, the CEC released GFO-23-606, a solicitation for applications for the Charging Infrastructure for Government Fleets Grant Program, which opened the availability of up to \$30 million in grant funds for projects that will provide electric vehicle charging infrastructure for government fleets. The purpose of the Charging Infrastructure for Government Fleets Grant Program is to:

1. Support electrification of government fleets in California by providing reliable and readily accessible electric vehicle charging infrastructure dedicated for these fleets.
2. Support local government goals of sustainability and/or climate action plans.
3. Reduce vehicle emissions in disadvantaged and/or low-income communities.

The Clean Transportation Program would provide needed funding to meet the City's fleet electrification goal. Funding provided by this Grant would expand the currently proposed EV charger project scope from 40 charging ports to at least 100 charging ports with no additional City funding request required. Rather than meeting minimum EV charging needs in the short-term, the expanded project scope would better position the City to execute a more comprehensive fleet electrification strategy in the long-term, thus facilitating the rapid transition to an electrified fleet. If selected for this Grant, such work would be performed shortly after executing a contract, which is anticipated in Quarter 3 2024. Staff's schedule for planning, design, and installation is feasible and in compliance with the grant project deadlines of June 30, 2028.

In FY 2023, the City allocated \$1,150,000 in funding for a project to install fleet EV charging infrastructure at the Corporation Yard. The project, which will install 11 charging ports, is expected to be complete by December 2023. Additional funding is needed to meet future EV charging needs.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This Grant would support the City's Climate Action Plan and its goal of becoming a Fossil Fuel Free city as established through the June 12, 2018 City Council referral. This grant would support the City's goal of reducing its greenhouse gas emissions by 80% by 2050, which would result in cleaner air for residents.

RATIONALE FOR RECOMMENDATION

In order to meet City Council directive and State regulation, the City must electrify its entire fleet. No funding is available to furnish sufficient EV chargers to support the existing and future electrified fleet. This Grant would provide the necessary funding for

comprehensive EV charging infrastructure buildout. The allocation of local match funds will allow the City to be eligible for this grant.

ALTERNATIVE ACTIONS CONSIDERED

The City could choose not to pursue this funding opportunity. The City would forego up to \$6 million that could be used to support its fleet electrification goals in alignment with City Council directive and State regulation. If the City chooses to pursue this funding opportunity and is not selected for funding, the City would still need to allocate a similar amount of local funding towards the more limited short-term EV charger project in order to operate current and future EVs.

CONTACT PERSON

Wahid Amiri, Deputy Director of Engineering and Transportation, 510-981-6396

Peni Basalusalu, Deputy Director of Operations, 510-981-6485

Joy Brown, Operations Manager, 510-981-6629

Leticia Jauregui, Zero Waste Operations Manager, 510-981-6362

Hamid Mostowfi, Transportation Manager 510-981-6403

Kenneth Jung, Supervising Civil Engineer 510-981-7028

Jen Sajor, Electric Mobility Coordinator, 510-981-7056

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

GRANT APPLICATION: GFO 23-606 – CHARGING INFRASTRUCTURE FOR
GOVERNMENT FLEETS

WHEREAS, On October 7, 2023, State of California AB 126 was enacted, which reauthorized the Clean Transportation Program through July 1, 2035 and focused the program on zero-emission transportation; and

WHEREAS, On June 25, 2019, City Council issued a directive (An Action Plan for Greening the City of Berkeley Fleet of Vehicles) for the Public Works Department and the City Manager to collaborate on an action plan to aggressively accelerate electrification of the City's municipal fleet to eliminate fossil fuel use in municipal vehicles, where technically feasible, by 2030; and

WHEREAS, The City does not have funding allocated for the installation of electric vehicle charging infrastructure required to support its goal of operating an all-electric fleet; and

WHEREAS, The City does not have electric vehicle charging infrastructure to support the operation of fleet EVs anticipated to be purchased in the next five years.

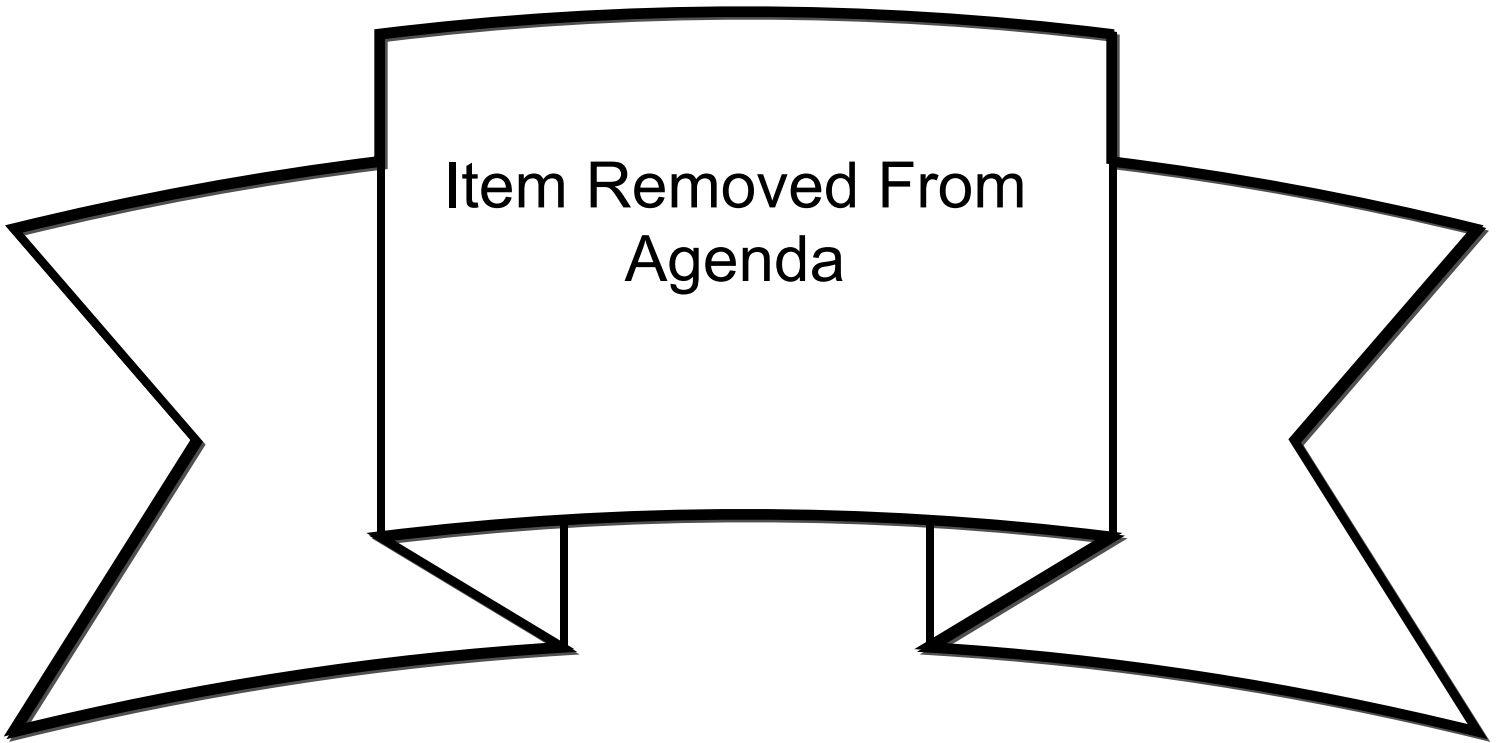
WHEREAS, In April 2024, City staff plan to submit a grant application to the CEC Charging Infrastructure for Government Fleets Grant Program for the planning, design, and installation of electric vehicle charging stations in the amount up to the maximum award of \$6 million with a minimum 30% local match not to exceed \$2.5 million using the City's General Fund (Fund 011).

WHEREAS, the grant would fulfill the City's need for electric vehicle charging infrastructure for existing and future fleet.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to submit a Grant application in response to the California Energy Commission's solicitation GFO 23-606, Charging Infrastructure for Government Fleets Grant Program, for City electric vehicle charging infrastructure projects in the amount of \$6 million; and

BE IT FURTHER RESOLVED that Council authorize the City Manager to sign a Letter of Commitment for the local matching funds; and

BE IT FURTHER RESOLVED that Council refer the required local match of 30% of the total project cost to the FY 2025-2026 Budget process for consideration of the City's General Fund (Fund 011).



This item has been removed from the agenda by the City Manager.

If you have questions regarding this report, please contact the person noted on the agenda.

City Clerk Department
2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

The City of Berkeley, City Council's Website
<https://berkeleyca.gov/your-government/city-council>



Office of the City Manager

CONSENT CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Andrew Murray, Interim Director of Public Works

Subject: Purchase Order: Owen Equipment Sales for One Combination Storm Sewer Cleaner

RECOMMENDATION

Adopt a Resolution satisfying requirements of City Charter Article XI Section 67.2 allowing the City to participate in Sourcewell (formerly NJPA) Contract #101221-VTR and authorizing the City Manager to execute a purchase order for one (1) Combination Storm Sewer Cleaner with Owen Equipment Sales in an amount not to exceed \$665,000.

FISCAL IMPACTS OF RECOMMENDATION

The purchase of one Combination Storm Sewer Cleaner will not exceed \$665,000 and includes delivery, in-service training, licensing, registration and sales tax. Funding will be appropriated as part of the Second Annual Appropriations Ordinance in the Equipment Replacement Fund 671.

CURRENT SITUATION AND ITS EFFECTS

This purchase will replace unit 2319, a (2011) Class 8 Combination Storm Sewer Cleaner that has reached the end of its useful life. Replacement vehicle will be utilized by Department of Public Works Streets & Utilities Division to perform required maintenance and cleaning of catch basins, inlets/outlets, storm infrastructure, and provided emergency support for the Sanitary Sewer Division.

Additionally, the new Combination Sewer Cleaner will support the City's compliance with the municipal stormwater permit and help prevent debris and trash from reaching the San Francisco Bay.

Purchasing new Combination Sewer Cleaner and retiring the existing vehicle supports the City's Strategic Plan Goal of providing state-of-the-art, well-maintained infrastructure, amenities, and facilities and the goal of being a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community.

BACKGROUND

Throughout the year, the Department of Public Works purchases equipment for City Departments paid through the Equipment Replacement Fund. If a purchase request exceeds \$25,000 the Department of Finance General Services Division solicits or “piggybacks” off competitively bid contracts to ensure City Departments receive the best pricing. Each City Department pays a proportionate share into the Equipment Replacement Fund, and those funds are utilized to replace equipment at the end of its useful life.

The City of Berkeley is a member and participant of Sourcewell, formerly National Joint Powers Alliance (NJPA), a purchasing cooperative that clusters over 50,000 government, education, and nonprofit organizations and performs over \$3 billion in annual purchases through cooperative contracts. Sourcewell provides “Government-to-Government” nationwide procurement services that strive to make the public procurement process leaner and more efficient by establishing competitively priced contracts for goods and services. Products offered through Sourcewell have been subjected to a nationwide public competitive bid process, and then made available to local governments and state agencies through Sourcewell.

On August 24, 2021 Sourcewell released Request for Proposal # 101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies. The solicitation was published for approximately fifty days and twenty-two proposals were received. Upon their review, the Sourcewell Proposal Evaluation Committee selected Vactor Manufacturing as the best most responsible and responsive proposer to meet the specifications, thusly awarding Contract No. 101221-VTR.

The new Combination Sewer Cleaner will have a 2025 Freightliner 114SD Chassis and a 2100i Vactor body.

Federal Signal Corporation owns Vactor Manufacturing. The Vactor Manufacturing factory authorized dealer for Northern California is Owen Equipment Sales. Owen Equipment Sales will conduct a pre-deliver inspection and will deliver the unit to the City.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The new Combination Sewer Cleaner truck will be powered by renewable diesel fuel designed to reduce greenhouse gas emissions by up to 80%.

Consistent with the City Councils accepted Municipal Fleet Electrification Assessment, Public Works endeavors to procure the most fuel-efficient vehicles and equipment that are suitable for the required tasks. Industry contacts confirm there are no electric versions of this specialized truck available at this time. Present battery technology does not provide the power necessary to operate the sewer cleaning system adequately.

Purchase Order: Owen Equipment Sales for
One Combination Sewer Cleaner

CONSENT CALENDAR
March 19, 2024

RATIONALE FOR RECOMMENDATION

Equipment must be replaced to ensure the Public Works' equipment operators can efficiently, safely, and effectively carry out their duties and minimize vehicle down time.

ALTERNATIVE ACTIONS CONSIDERED

None. Keeping equipment longer than its useful life results in higher maintenance costs and excessive downtimes in order to keep operating in a safe and serviceable manner.

CONTACT PERSON

Greg Ellington, Equipment Superintendent (510) 981-6469
Joy Brown, Operations Manager (510) 981-6629

Attachment:
1: Resolution

RESOLUTION NO. ##,###-N.S.

PURCHASE ORDER: OWEN EQUIPMENT SALES FOR ONE COMBINATION SEWER CLEANER

WHEREAS, one Combination Sewer Cleaner is needed by the City Sewer Maintenance Division Staff of the Department of Public Works to perform required maintenance and cleaning of catch basins, inlets/outlets, storm infrastructure, and provide emergency support for the Sewer Division; and

WHEREAS, equipment must be acquired to allow operators to efficiently and effectively carry out their duties; and

WHEREAS, City Charter XI Section 67.2 allows the City to purchase goods without undergoing a competitive bid process if the City uses pricing obtained by another entity through a competitive bid process; and

WHEREAS, on August 24,2021 Sourcewell (formerly NJPA) released Request for Proposal No. 101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies. The solicitation was published for approximately fifty days and twenty-two proposals were received. Upon their review the Sourcewell Proposal Evaluation Committee selected Vactor Manufacturing as the best most responsible and responsive proposer to meet the specifications, thusly awarding 101221-VTR; and

WHEREAS, Federal Signal Corporation owns Vactor Manufacturing. The Vactor Manufacturing factory authorized dealer for Northern California Owen Equipment Sales. Owen Equipment Sales will conduct a pre-deliver inspection and will deliver the unit to the City; and

WHEREAS, Sourcewell contract bid procedures satisfy the procurement requirements of the City; and

WHEREAS, funds in the amount of \$665,000 will be available in the Equipment Replacement Fund 671 pending approval of the Second Annual Appropriations Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a purchase order for one Combination Sewer Cleaner with Owen Equipment Sales in an amount not to exceed \$665,000.



Office of the Mayor

CONSENT CALENDAR
March 19, 2024

To: Honorable Members of the Berkeley City Council

From: Mayor Jesse Arreguín

Subject: East Bay Hills Wildfire Prevention Coordinating Group Representative Selection

RECOMMENDATION

Adopt a Resolution to appoint Vice Mayor Susan Wengraf as the City of Berkeley's Representative Member to the East Bay Hills Wildfire Prevention Coordinating Group, and Councilmember Mark Humbert as the Alternate.

FINANCIAL IMPLICATIONS

None

CURRENT SITUATION AND ITS EFFECTS

On November 21st 2023 Council adopted Resolution No. 71, 104-N.S. approving the Memorandum of Understanding for Coordination of Wildfire Prevention Activities to Protect the East Bay Hills in Alameda and Contra Costa Counties.

The Memorandum of Understanding calls for the formation of a Wildfire Prevention Coordinating Group (WPCG). This requires each Participating Agency to appoint one member and one alternate from its governing body to serve on the WPCG.

Vice Mayor Susan Wengraf has championed wildfire prevention and safety planning since her days as Chief of Staff to former Councilmember Betty Olds in the early 1990's. Vice Mayor Wengraf has unofficially represented Berkeley as one of the original people involved in the formation of this group and attended every meeting since its inception.

Councilmember Mark Humbert represents the district devastated by the 1991 Tunnel fire. The U.S. Forest Service called the Tunnel fire "one of the worst fires involving loss of life and property since the Great San Francisco Earthquake and Fire of 1906", noting at the time, "Only those who fought the Chicago Fire last century and those who battled the Great Fire in San Francisco would be able to identify with this conflagration and firestorm." Additionally, Councilmember Humbert represents the City's only Environmental Safety-Residential (ES-R) district, the Panoramic Hill area, which is exceptionally vulnerable to severe damage or destruction from fire and earthquake hazards.

BACKGROUND

On September 14, 2021, City Council unanimously approved Resolution No. 70,029-N.S. Expressing Conceptual Support for the Formation of An East Bay Wildfire Prevention and Vegetation Management Joint Powers Agency (JPA). Ultimately the municipalities, counties and fire districts decided to establish a coordinating group via a Memorandum of Understanding as an alternate structure to a JPA.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Wildfire prevention aligns with the City's strategic goal of addressing climate change.

CONTACT PERSON

Mayor Jesse Arreguín 510-981-7160

Attachments:

- 1: Resolution
- 2: Memorandum of Understanding (MOU)

RESOLUTION NO. ##,###-N.S.

WILDFIRE PREVENTION COORDINATING GROUP REPRESENTATIVE SELECTION

WHEREAS, on November 21st 2023 Council adopted Resolution No. 71, 104-N.S. approving the Memorandum of Understanding for Coordination of Wildfire Prevention Activities to Protect the East Bay Hills in Alameda and Contra Costa Counties; and

WHEREAS, The Memorandum of Understanding calls for the formation of a Wildfire Prevention Coordinating Group (WPCG). This requires each Participating Agency to appoint one member and one alternate from its governing body to serve on the WPCG; and

WHEREAS, Vice Mayor Susan Wengraf has championed wildfire prevention and safety planning since her days as Chief of Staff to former Councilmember Betty Olds in the early 1990's. Vice Mayor Wengraf has unofficially represented Berkeley as one of the original people involved in the formation of this group and attended every meeting since its inception; and

WHEREAS, Councilmember Mark Humbert represents the district devastated by the 1991 Tunnel fire, and the City's only Environmental Safety-Residential (ES-R) district, the Panoramic Hill area, which is exceptionally vulnerable to severe damage or destruction from fire and earthquake hazards.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that it appoints Vice Mayor Susan Wengraf as Berkeley's Representative Member to the Wildfire Prevention Coordinating Group (WPCG) and Councilmember Mark Humbert as the Alternate.

**MEMORANDUM OF UNDERSTANDING FOR COORDINATION OF WILDFIRE
PREVENTION ACTIVITIES TO PROTECT THE EAST BAY HILLS IN ALAMEDA AND
CONTRA COSTA COUNTIES**

This Memorandum of Understanding ("MOU") is entered into as of _____, 2023, (the "Effective Date") by and between the following agencies (referred to herein individually as a "Participating Agency" and collectively as the "Participating Agencies"):

[[List of agencies]]; and any other New Participating Agency in accordance with Section 4 of this MOU.

Recitals

A. The East Bay Hills along the border of Alameda and Contra Costa Counties, and extending north to Hercules and south to Fremont, is a high wildfire risk zone. As wildfires do not respect political boundaries, fire prevention and vegetation management are regional efforts that require coordination among the many jurisdictions, fire districts, and other regional agencies in the East Bay wildfire zone.

B. While there are strong regional coordinating efforts that have been long established, the pace of climate change and its impacts to wildfire in the region call for more coordination at the governing body level. With support from community organizations concerned with wildfire prevention, a group of public officials representing the counties, municipalities and fire districts in the East Bay Hills has come together to form a structure for elected officials to meet their common goals regarding regional wildfire prevention, including providing governance and policy support towards regional efforts to lobby for legislation and funding, improve grant funding and wildfire hazard reduction, resulting in the development, execution and implementation of this MOU. This group desires for the Counties of Alameda and Contra Costa, together with all municipalities and fire districts in the East Bay Hills that include areas in high wildfire risk zones, as determined by the California Department of Forestry and Fire Protection (CAL FIRE), to sign this MOU.

C. Each of the Participating Agencies performs wildfire prevention activities, including but not limited to adopting and implementing fire codes; enforcing weed/overgrown vegetation hazard abatement standards; planning, coordinating and applying for local and regional grants, implementing wildfire hazard identification and mitigation programs; and engaging in separate and joint wildfire emergency response planning.

D. Staff members of certain Participating Agencies currently work together on common endeavors, particularly within Contra Costa County and within Alameda County. These efforts are expected to continue. The Participating Agencies desire to better coordinate these activities at both the governing body and staff levels to improve their efficacy and efficiency, with the shared goal of increasing each Participating Agency's respective level of service to the residents and property owners in the region.

E. In furtherance of this goal, the Participating Agencies desire to create and benefit from opportunities for cross-agency governing body communication and cooperation related to wildfire prevention in the East Bay Hills, without altering any of the Participating Agencies' jurisdictional boundaries, existing cooperative efforts at the staff or Board/Council levels, or create new legal authorities.

F. The Counties of Alameda and Contra Costa are subdivisions of the State of California with responsibility for adopting and enforcing Fire Codes within all unincorporated

areas of the County, though separate fire protection districts and municipalities provide fire prevention and suppression services throughout the entire County.

G. The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties with responsibility for providing fire prevention and fire and emergency response services within their respective jurisdictions, whether directly or by contract with a local fire protection district.

H. The municipalities of [list of municipalities] are municipal corporations located in Alameda and Contra Costa Counties in which fire prevention and fire and emergency response services are provided by local fire protection districts.

I. Each of the counties listed in Recital F, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within the unincorporated portions of its respective jurisdiction.

J. Each of the municipalities listed in Recitals G and H, above, is responsible for ratifying a Fire Code, and enforcing portions thereof, within its respective jurisdiction.

K. The [list of fire protection districts] Districts are organized under the Fire Protection District Law of 1987 (Health & Safety Code § 13800 et seq.) to provide fire prevention and suppression services within their jurisdictions within portions of Alameda and Contra Costa Counties.

NOW THEREFORE, the Participating Agencies agree as follows:

1. **Shared Intent.** The Participating Agencies desire to collaborate on strategies and activities to minimize wildfire hazards in the East Bay Hills by:

A. Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing model fire codes.

B. Providing regional coordination among elected officials and policy support to fire chiefs and their staff in developing and implementing joint plans to reduce flammable wildland vegetation and replace it with wildfire resistant vegetation where appropriate.

C. Working with regional partners including the Hills Emergency Forum and local fire chiefs to identify and apply for state, federal or other funds to assist with wildfire risk mitigation activities including (but not limited to) risk identification, planning, and vegetation removal from public and private lands, protecting sensitive wildlife habitats and native plant landscapes, and supporting private property owners to implement home hardening activities.

D. Supporting the planning and coordination efforts of fire chiefs and their staff to plan wildfire evacuations and response, especially where these efforts cross jurisdictional boundaries between one or more of the Participating Agencies.

E. Working cooperatively to influence legislation at the State level to support resources and policies to mitigate wildfire risk and to make wildfire safety a priority.

2. **Term of Agreement.** The term of this MOU will commence on _____, 20__ and continue unless terminated pursuant to Section 7, below.

3. **Co-operative Structure: East Bay Hills Regional Wildfire Prevention Coordinating Group.** The Participating Agencies agree to form an East Bay Hills Regional Wildfire Prevention Coordinating Group (WPCG) as described below. The WPCG's responsibilities will be executed in a manner consistent with the Participating Agencies' individual fire prevention responsibilities.

A. **WPCG Members.**

Each Participating Agency will appoint one member and one alternate from its governing body to serve on the WPCG. More specifically, all WPCG members and alternates shall be elected or appointed members of Boards of Supervisors, City or Town Councils, Boards of Directors, or a functional equivalent. Upon authorizing execution of this MOU, each Participating Agency will endeavor to identify its member and alternate within two months. A quorum of the WPCG will consist of representatives of 50% plus one of the Participating Agencies

B. **Principles.** The WPCG will adhere to the following principles:

- i. Each member of the WPCG commits to actively advance the Shared Intent described in Section 1 of this MOU.
- ii. The WPCG will provide a means of coordination, information sharing and peer review concerning means of accomplishing the Shared Intent described in Section 1 of this MOU.
- iii. Signing this MOU and appointing a member to the WPCG does not obligate any Participating Agency to include other Participating Agencies in their individual wildfire prevention and risk mitigation activities.

C. **Duties.** The WPCG will undertake the following duties:

- i. Hold open and public meetings in accordance with a regular meeting schedule established by the WPCG, not less than quarterly.
- ii. Establish goals, procedures and programs, as necessary, for accomplishing the Shared Intent outlined in Section 1 of this MOU.
- iii. Designate a Fiscal Agent, as further described in Section 3.F, and provide policy oversight, advice and direction to the Fiscal Agent.
- iv. Develop and implement a plan for staff support of WPCG activities and objectives, whether provided by members from one or more Participating Agency, or one or more other consulting entities hired the WPCG (such as private companies, other public entities, community-based organizations, or other non-profit organizations).
- v. Propose a dues structure to fund WPCG activities, and implement if so agreed by 100% of WPCG members.
- vi. Apply for grants or other funds that may become available for joint use by the Participating Agencies, if so agreed by the WPCG members.
- vii. In the event that either (i) a dues structure is instituted, or (ii) grants or other funds are received: Adopt, monitor and revise a budget for expenditure or distribution of such funds on an annual basis (or other timeframe established by the WPCG,

taking into account the life cycle of various grants and Participating Agency contributions). The budget will generally outline the staffing assignments and resources needed to accomplish the funded projects.

D. **Chair.** At the first meeting of each calendar year, the WPCG will elect a Chair for purposes of facilitating meetings of the WPCG and overseeing development of the agenda, with whatever assistance the Chair requires.

The Chair also may create a stakeholder advisory group consisting of individuals such as representatives of other public agencies, Firesafe Councils, neighborhood or other community-based organizations, and other organizations owning land and/or serving communities of residences and businesses in the East Bay Hills wildfire zone.

E. **Decision Making.** Except where otherwise noted in this MOU, the WPCG shall make decisions only with an affirmative vote of a majority of the WPCG members (or their alternates, in the members' absence). Additional decision-making procedures may be established by the WPCG as needed.

F. **Designation of a Fiscal Agent.** The WPCG will designate one of the Participating Agencies to serve as the WPCG's "Fiscal Agent," in which role that entity will (i) serve as the WPCG treasurer and (ii) enter into contracts on behalf of the WPCG. The WPCG will review the designation of the Fiscal Agent not more often than once every three years and with at least six months of time for the then-current and newly-selected agencies to prepare for the transition. The selection is subject to approval by the governing body of the newly-selected entity. In the event of a new designation and approval of the governing body of the newly-selected Fiscal Agent, the then-current and newly-selected Fiscal Agents will seek approval from their governing bodies to (i) transfer funds or access to WPCG accounts to the new Fiscal Agent, (ii) assign all outstanding WPCG-required contracts to the new Fiscal Agent, and (iii) take such other actions as may be necessary or convenient to effect the transition of the Fiscal Agent role. The WPCG will establish a process for reimbursing the Fiscal Agent for its actual costs and expenses accrued in performing its duties under this MOU, including for staff time based on then-current hourly rates of compensation.

4. **Addition of Participating Agencies.** Additional municipalities, special districts, and other public agencies may become Participating Agencies after obtaining approval of (a) their governing bodies, and (b) the WPCG. Any additional Participating Agency must evidence its agreement to the terms of this MOU, or a subsequent restatement of this MOU, by executing a signature page in the same form used by the original Participating Agencies and accepting the then-current terms of this MOU. Counter-signature by only the Fiscal Agent is required for the additional Participating Agency to be bound by the terms of this MOU with all other signatories to this MOU.

5. **Employment of Personnel.** The employees of each Participating Agency coordinating services pursuant to this MOU are not, and shall not be deemed, employees of any of the other Participating Agencies for any purpose. Each Participating Agency shall be solely responsible for all salary, benefits, workers' compensation, and insurance for its personnel providing services pursuant to this MOU, and said personnel shall be considered solely employees of the Participating Agencies for all supervisory, disciplinary and other employment related purposes.

6. **Litigation Support.** The Participating Agencies will make their employees available to testify in any litigation brought regarding work performed under this MOU. Should a Participating Agency request that another Participating Agency's employees testify in litigation

following the termination of this MOU, the requesting Participating Agency shall compensate the Participating Agency that is fulfilling the request for employees' costs and expenses in preparing for, traveling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by the requesting Participating Agency or is based solely on allegations of the Participating Agency's negligent performance or wrongdoing.

7. **Termination or Withdrawal.** At any time and without cause, a Participating Agency may terminate its participation in this MOU by giving sixty (60) days' prior written notice to the other Participating Agencies.

8. **Indemnification.** Each of the other Participating Agencies will jointly indemnify, and hold harmless the Fiscal Agent and its directors/councilmembers/supervisors, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Participating Agency) when arising out of performance of this MOU.

The indemnifying Participating Agencies' obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Participating Agencies must, at their expense, satisfy and discharge the same.

This Section 8, Indemnification, will survive termination or expiration of this MOU.

9. **General Provisions.**

A. **Not a Joint Venture or Joint Powers Authority.** The Participating Agencies intend by this MOU to establish only a coordinating arrangement with regard to their respective individual and joint fire prevention activities, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise at this time.

B. **No Third-Party Beneficiary.** This MOU is only for the benefit of the Participating Agencies as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties. This MOU does not entitle any third party or parties to any right, benefit, position, or right of action of any kind for any reason whatsoever.

C. **Notices.** All written notices required or permitted to be given under this MOU will be deemed made when received by the other party or parties at its/their respective address(es) as indicated on its/their Signature Page(s), attached at the end of this MOU.

D. **Waiver.** No failure on the part of any Participating Agency party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Participating Agency may have hereunder, nor does waiver of a breach or default under this MOU constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

E. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which constitute a single instrument.

F. **Severability.** If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected

thereby, and each other provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

G. **Amendment.** No modification, waiver, mutual termination, or amendment of this MOU is effective unless made in writing and signed by all of the Participating Agencies.

H. **Disputes.** In any dispute over any aspect of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.

I. **Governing Law.** This MOU, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of Alameda or Contra Costa County.

J. **Existing Agreements.** This MOU supplements, and does not replace, any prior or future agreements between any two or more Participating Agencies, including for contracted, shared or cooperative fire prevention and/or emergency medical services .

IN WITNESS WHEREOF, the parties have caused this MOU to be executed effective as of the day and year first above written.

[[SIGNATURE PAGES FOR EACH SIGNATORY AGENCY]]



Office of the City Manager

ACTION CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Andrew Murray, Interim Director of Public Works

Subject: Adoption of a Master License Agreement Template for the Non-Exclusive Installation of Small Cell Telecommunications Facilities on City Owned and Maintained Streetlight Poles in the Public Right-of-Way

RECOMMENDATION

Adopt a Resolution approving a Master License Agreement template for the non-exclusive installation of small cell telecommunication facilities (equipment) by private telecommunication companies on City owned and maintained streetlight poles in the public right-of-way.

SUMMARY

Small cell telecommunication facilities are relatively low-power, short-range wireless communication systems that cover a more limited geographic range, typically for use by cellular phones. Private telecommunication companies such as AT&T or Verizon aspire to install these facilities throughout a community in order to enhance signal coverage. The companies prefer to install these facilities on utility poles. Utility poles in the City of Berkeley are owned and maintained by utility companies such as PG&E and AT&T. In the past, small cell facilities have primarily been installed on utility-owned wooden poles in parts of the City that have not been undergrounded as part of an underground utility district. In areas where overhead utilities have been placed underground, the poles that remain are typically street lights and traffic signals owned by the City. The proposed Master License Agreement Template (MLA) would create a framework for telecommunication companies to lease space from the City, on City owned streetlight poles, for installation of small cell cellular equipment.

FISCAL IMPACTS OF RECOMMENDATION

There will be an increase in revenue to the General Fund in the form of an annual licensing fee for each pole license issued. The amount is dependent upon the number of license agreements entered into and the number of pole licenses issued. A one-time "Processing Fee" will be charged to each utility company that enters into an MLA to compensate the City for legal and other costs related to review and preparation of the

agreements. Standard charges for permit fees and Staff review time will be collected during issuance of permits related to construction under the MLA.

CURRENT SITUATION AND ITS EFFECTS

The California Public Utilities Commission (CPUC) has historically determined that wireless providers are a utility and, therefore, have all the rights of use of the public right-of-way (PROW) as any other telecommunications utility under the Public Utilities Code section 7901. The PROW contains existing overhead infrastructure, such as utility poles, traffic signal poles, and streetlight poles that can support wireless telecommunication facilities. As an example, small cell facilities can be, and are being, installed on wooden poles owned by PG&E, and the City has limited discretion over such installations, outside of the City's Aesthetic Guidelines.

Typically, the wireless equipment is attached to wooden utility poles in the PROW as part of an agreement with the entity that owns the pole. The usual instances where wireless telecommunication companies would request to attach their equipment to City owned streetlights are in underground utility districts where the wooden utility poles are not present. Rather than install a new pole specifically for mounting the small cell equipment, a wireless carrier would prefer to make use of existing streetlight poles.

A wireless carrier will likely apply for multiple locations in the City, with a short deadline, known commonly as "shot clocks," by which Federal law requires the City to act on each permit application for wireless facilities. This shot clock, including permits and any contractual approvals, is 60 days for small cell installations on existing structures and 90 days on new or replacement structures. It is not feasible to take a separate license agreement to the City Council for approval of each installation and meet the deadlines.

Since the City is the owner of the light poles, Staff has drafted the attached agreement template for use with the individual telecommunication companies in order to regulate the mounting of their equipment to the City owned streetlight poles. The template was prepared under direction of the City Council, and through consultation with the City Attorney's office and through negotiation with a major cellular provider.

Establishing an MLA for installation of small cell wireless facilities on City owned streetlight poles is a Strategic Plan Priority Project, by advancing our goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

Small Cell Wireless Facilities ("Small Wireless Facilities") are relatively low-power, short-range wireless communication systems that cover a more limited geographic range than traditional "macro" wireless facilities. Small Cell Wireless Facilities are designed to accommodate emerging technologies, which transmit higher volumes of

data at higher speed than existing networks. These facilities supplement, rather than replace, larger facilities. The word “small” in “small cell” refers to its service area, and because of the short range of these facilities, projected network buildouts require installation of Small Cell Wireless Facilities at more locations and closer in proximity to each other than is the case with traditional wireless facilities.

On September 26, 2018, the FCC adopted its Declaratory Ruling and Third Report and Order (“Small Cell Order”) relating to small cell wireless technology, and the placement of small wireless facilities in the PROW. The rules adopted in the Report and Order interpret the federal Telecommunications Act of 1996.

Existing federal and state law grant wireless providers certain rights to deploy small wireless communication facilities within the City’s PROW and the Small Cell Order places limitations on local jurisdictions’ ability to deny, condition, or restrict small wireless installations.

In response to the adoption of the Small Cell Order, on July 7, 2020, the City Council adopted Ordinance No.7,726-N.S. amending the language of the City’s Wireless Telecommunications Ordinance and provisions applicable to telecommunications permits in the PROW (BMC Chapter 16.10 and the Aesthetic Guidelines for PROW Permits).

Amendments to the Aesthetic Guidelines for PROW Permits gave the City some control over the location and aesthetics of the wireless facilities installed in the PROW. The Guidelines set forth application requirements, a process for reviewing permit application, and standards for the placement and design of wireless facilities for PROW permits. These guidelines are currently being applied to installation of telecommunication equipment on utility company owned poles and will also be used for installations on City owned streetlight poles as contemplated with the proposed MLA.

On April 12, 2022, Council adopted Resolution No.70,297–N.S. directing Staff to prepare a draft Master License Agreement template for installation of small cell telecommunication facilities on City-owned and maintained streetlight polls in the public right-of-way. The attached draft of the Master License Agreement template is recommended for approval.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no anticipated environmental sustainability and climate impacts as a result of entering into agreements with the telecommunication utilities. Additionally, per the Telecommunications Act of 1996, “No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions

Adoption of a Master License Agreement Template for the Non-Exclusive Installation of Small Cell Telecommunications Facilities on City Owned and Maintained Streetlight Poles in the Public Right-of-Way

ACTION CALENDAR
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to the extent that such facilities comply with the Commission's regulations concerning such emissions.”

RATIONALE FOR RECOMMENDATION

The proposed MLA template would be used for entering into agreements with individual telecommunication companies for their use of City owned streetlight poles for mounting wireless communication equipment.

Entering into a MLA with the telecommunication companies will have the benefit of allowing the City to have more control over the installation of small cells by mutual agreement with the utilities, it will be more efficient to enter into a master agreement instead of individual agreements for each installation, and entering into an agreement would reduce the potential for a lawsuit.

Staff requests approval of the MLA template, attached to this report, and asks that the Council provide the City Manager delegated authority to approve minor carrier-specific changes to the template that do not significantly change the risks and rewards to the City (e.g., insurance provisions and certain definitions). The template includes standard term limits and renewal periods for the length of time that the agreements will be in effect.

ALTERNATIVE ACTIONS CONSIDERED

One alternative would be to negotiate a streetlight pole use agreement with utility companies on a case by case basis. Council could delegate blanket authority to the City Manager to enter into agreements with the individual companies for each location. However, due to the amount of applications that could potentially be submitted, there would still be a risk that the parties involved could not come to terms within the shot clock time that the FCC allows for permit approval.

Another alternative would be to permit the use of the poles without an agreement and only reference the BMC and the Aesthetic Guidelines. This would relinquish some control that the City could have over the installation, maintenance, and removal of the equipment on the streetlight poles.

CONTACT PERSON

Ronald Nevels, Manager of Engineering, Public Works, (510) 981-6439

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

ADOPTION OF A MASTER LICENSE AGREEMENT TEMPLATE FOR THE NON-EXCLUSIVE INSTALLATION OF SMALL CELL TELECOMMUNICATIONS FACILITIES ON CITY OWNED AND MAINTAINED STREETLIGHT POLES IN THE PUBLIC RIGHT-OF-WAY

WHEREAS, existing federal and state law grant wireless providers certain rights to deploy small wireless communication facilities within the City's right-of-way (PROW) and the Small Cell Order places limitations on local jurisdictions' ability to deny, condition, or restrict small wireless installations; and

WHEREAS, on July 7, 2020, the City Council adopted Ordinance No.7,726-N.S. amending the language of the City's Wireless Telecommunications Ordinance and provisions applicable to telecommunications permits in the public PROW (BMC Chapter 16.10 and the Aesthetic Guidelines for PROW Permits); and

WHEREAS, amendments to the Aesthetic Guidelines for PROW Permits gave the City significant control over the location and aesthetics of the wireless facilities installed in the PROW, consistent with applicable state and federal law. These guidelines have been applied to installation of telecommunication equipment on utility company owned poles and are also to be used for installations on City owned streetlight poles; and

WHEREAS, Staff has been contacted by wireless telecommunication companies requesting that they be permitted to attach small cell equipment to City owned streetlight poles; and

WHEREAS, as the owner of the streetlight poles in the PROW the City is responsible for entering into license agreements with the wireless carriers in order for those carriers to mount equipment on the City's streetlight poles; and

WHEREAS, due to the potential number of license agreements that will be necessary it is not feasible to take a separate license agreement to the Council for approval for each installation. Staff proposes that a Master License Agreement (MLA) template be used for entering into agreements with individual telecommunication companies for the use of City owned streetlight poles for mounting wireless communication equipment; and

WHEREAS, on April 12, 2022, the City Council adopted Resolution No.70,297-N.S. directing staff to prepare a draft Master License Agreement template for installation of small cell telecommunication facilities on City-owned and maintained streetlight polls in the public right-of-way; and

WHEREAS, Staff requests approval of the MLA template, and fees as included in the attachment to the staff report, and asks that the Council provide the City Manager

March 19, 2024

delegated authority to approve minor carrier-specific changes to the template that do not significantly change the risks and rewards to the City (e.g., insurance provisions and certain definitions). The template includes fees, standard term limits, and renewal periods for the length of time that the agreements will be in effect.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Master License Agreement template, attached to the staff report, is hereby adopted for use when wireless telecommunication equipment is to be mounted on City owned light poles.

BE IT FURTHER RESOLVED that the City Manager is delegated authority to approve minor carrier-specific changes to the template that do not significantly change the risks and rewards to the City (e.g., insurance provisions and certain definitions).

Exhibits

A: Master License Agreement

MASTER LICENSE AGREEMENT
FOR SMALL CELL POLE ATTACHMENT INSTALLATION ON CITY FACILITIES

between

City of Berkeley,
a municipal corporation

and

[Carrier]

Effective as of: Date

**MASTER LICENSE AGREEMENT
FOR SMALL CELL POLE ATTACHMENT INSTALLATION ON CITY FACILITIES**

This MASTER LICENSE AGREEMENT FOR SMALL CELL POLE ATTACHMENT INSTALLATION ON CITY FACILITIES (“**Master License**”), effective as of Date (the “**Effective Date**”), is made by and between the CITY OF BERKELEY, a municipal corporation (“**City**”), and [Carrier] (“**Licensee**”).

BACKGROUND

A. Licensee installs, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission (“**FCC**”) and the California Public Utilities Commission (“**CPUC**”), distributed antenna system and/or small wireless facilities in public rights-of-way (“**ROW**”), among other locations, in the State of California.

B. Licensee holds a valid Wireless ID Registration ([Number]) or Certificate of Public Convenience and Necessity (Utility ID ([Number])) issued by the CPUC.

C. City owns street light poles and other traffic control and safety poles in ROW in Berkeley, California, which Licensee believes are suitable sites for installing equipment to deliver personal wireless services.

D. Licensee desires to obtain from City, and City is willing to grant to Licensee, the right to use the portions of the City’s street light poles and other traffic control and safety poles in the ROW to install, operate, and maintain equipment in a manner consistent with the Berkeley Municipal Code (“**BMC**”), Berkeley Aesthetic Guidelines, and all other applicable “**Laws**” (as defined herein), and this Master License.

E. This Master License has been approved by the following City actions, all of which are now final and binding:

1. On April 12, 2022, the City Council authorized Staff to prepare a draft Master License Agreement Template for the non-exclusive installation of small cell telecommunications facilities on City owned and maintained streetlight poles in the public right-of-way

2. (enter City Council MLA approval information here)

AGREEMENT

1. PURPOSE, DEFINITIONS AND BASIC LICENSE INFORMATION.

1.1 Purpose.

1.1.1 License. This Master License: (i) establishes the contractual framework under which Licensee may apply to City for and obtain a revocable (only in accordance with the terms and conditions set forth in this Master License) license to use a License Area identified in Pole Licenses for the Permitted Use; (ii) governs the fees, charges, procedures, requirements, terms and conditions by which City will issue Pole Licenses to Licensee; and (iii) authorizes Licensee to engage in the Permitted Use only pursuant to individual Pole Licenses issued under this Master License.

1.1.2 Pole Licenses. Pole Licenses that the City issues under this Master License will: (i) authorize Licensee to engage in the Permitted Use; (ii) specify approved License Areas, any site constraints, and any additional installation, operation, access, and maintenance requirements specific to those License Areas; (iii) grant a license, but not a leasehold interest, to Licensee only as a part of and subject to the terms and conditions of this Master License; and (iv) not amend any term or condition of this Master License except that in the event that a provision of a Pole License conflicts with any provision of this Master License, then the terms of the Pole License will control.

1.2 Definitions. Capitalized and other defined terms used in this Master License and all exhibits shall have the meanings given to them in this section or in the text where indicated below, subject to the rules of interpretation set forth in **Section 28.6** (Interpretation of Master License).

“Aesthetic Guidelines” is defined as the version of the “Administrative Guidelines for Issuance of Public Right-of-Way Permits Under Berkeley Municipal Code Chapter 16.10 adopted and in force at the time of the application for a Pole License.

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under the Common Control with Licensee and has a net worth of at least Ten Million Dollars (\$10,000,000).

“Agents” when used with respect to either party includes the agents, employees, officers, contractors, subcontractors and representatives of that party in relation to this Master License, a Pole License and any License Area.

“Assignment” means any of the following: (a) a merger, acquisition or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee’s sale, assignment, encumbrance, pledge or other transfer of any part of its interest in or rights with respect to a License Area; and (c) any action by Licensee to permit any portion of a License Area to be occupied by anyone other than itself, including a sublicense.

“CERCLA” means the Comprehensive Environmental Response, Compensation and

Liability Act of 1980 (42 U.S.C. § 9601 et seq.).

“City Pole” is any street light pole or other traffic control and safety pole owned by City. The term includes Replacement Poles.

“Common Control” means two entities that are both Controlled by the same third entity.

“Control” or “Controlled” means: the power (directly or indirectly) to direct the management or policies of a person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

“CPUC” means the California Public Utilities Commission.

“Decorative City Pole” means any City-owned pole that includes decorative or ornamental features, design elements and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.

“Effective Date” means the date on which both parties have fully executed this Master License.

“Environmental Laws” means any Laws relating to industrial hygiene, environmental conditions or Hazardous Materials.

“Equipment” means antennas, radio units, ancillary fiber-optic cables, electrical wiring, inner duct, conduit, pedestals, pull boxes, conductors, Tesco panel and other material, infrastructure or equipment required for the Permitted Use or by any Regulatory Agency and approved in a Pole License, and any “like-kind” upgrades or replacements permitted by Section 7.1 of this Master License.

“Expiration Date” means the day before the 10th anniversary of the Effective Date, as extended by any applicable Renewal Term.

“FCC” means the Federal Communications Commission.

“GIS” means Geographic Information System for mapping purposes.

“Hazardous Material” means any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in CERCLA or Section 25316 of the California Health & Safety Code; and any “hazardous waste” listed in Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

“Indemnified Party” or “Indemnified Parties” means City, its Agents, employees, contractors, council members, commissioners, attorneys and their respective heirs, legal representatives, successors and assigns.

“**Indemnify**” means to indemnify, defend and hold harmless, including, the immediate defense duty, as described in **Article 18** (Licensee’s Indemnity).

“**Investigate and Remediate**” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about a License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor, or otherwise control such Hazardous Material.

“**Invitees**” when used with respect to Licensee means the invited guests, tenants, subtenants, licensees, assignees and sublicensees of Licensee in relation to a License Area.

“**Laws**” means all present and future statutes, ordinances, codes, orders, including, without limitation, FCC Declaratory Ruling (FCC 18-133), regulations and implementing requirements and restrictions of federal, state, county and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“**License Area**” means, individually and collectively, the portion of the City Poles approved for installation of Equipment, which may include pole tops, conduits housing the circuits delivering power to the City Poles and street light pull boxes and other City property necessary for access.

“**Manager of Engineering**” is defined to mean the manager of the Engineering Division of the City of Berkeley entitled Manger of Engineering/City Engineer, or designee.

“**Master Fee Schedule**” is defined to mean the City’s general fee schedule for the City of Berkeley, which is revised, updated, adopted and applied by the City Council in compliance with all applicable Laws; following any such update of the Master Fee Schedule, such updated version shall be deemed to mean the Master Fee Schedule, as referred to herein.

“**Permitted Use**” means Licensee’s installation, maintenance, repair, modification, upgrade, addition, removal and operation of Equipment on City Poles in License Areas, subject to the terms and conditions of this Master License, for the purpose of providing Service.

“**Pole License**” means the document in the form of **Exhibit A** that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate, and maintain Equipment for the Permitted Use on City Poles identified in the Pole License.

“**PROW**” means Public Rights-of-Way or ROW.

“**PW Permit**” means permits issued by the Engineering Division of the City of Berkeley Department of Public Works.

“**Regulatory Approvals**” means licenses, permits, and other approvals necessary for Licensee to install and operate Equipment on and in a License Area, other than the Pole License.

”**Regulatory Agency**” means the local, regional, state, or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

“**Release**” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about any License Area, other Property of City or the environment.

“**ROW**” means public rights-of-way owned or controlled by the City.

“**Service**” means the transmission and reception of communications signals for the provision of personal wireless services, telecommunications services and mobile data services as defined in federal law.

“**Street**” means the public right of way, including landscape areas, sidewalk, curb, gutter, and pavement, dedicated for roadway purposes.

“**Subsidiary**” means an entity controlled by Licensee that has a net worth of at least Five Million Dollars (\$5,000,000).

1.3 Basic License Information

1.3.1 City Contact Information

[insert Berkeley notice address, email and telephone numbers]

1.3.2 Licensee Contact Information

For Notices:

[CARRIER’S CONTRACT INFORMATION]

2. SCOPE OF LICENSE.

2.1 License Areas.

2.1.1 Issuance of License. Subject to the terms, covenants and conditions set forth in this Master License, the City may issue to Licensee one or more Pole Licenses, each of which will be effective as of the Commencement Date specified in the

Pole License. Each Pole License will grant Licensee a contractual license to use the License Area specified in the Pole License and shall have as its subject a single License Area.

2.1.2 Limitation on Scope. This Master License applies only to City Poles subject to final, fully executed Pole Licenses. This Master License does not authorize the Permitted Use on any other property, except the License Areas specified in any Pole License.

2.1.3 Prohibited City Owned Support Structures. Licensee acknowledges that the following are prohibited support structures for Equipment:

- (a) Decorative City Poles (including historic or ornamental streetlight poles)
- (b) Traffic signal poles, mast arms, cabinets or related devices or structures

2.2 No Property Interest in Any License Area.

2.2.1 Limited Interest. Licensee acknowledges and agrees that this Master License does not create a lease, possessory interest, easement, franchise or any other real property interest in any part of any License Area. Licensee further acknowledges and agrees that in the absence of a fully executed Pole License, as applicable, Licensee does not have the right to use any City Pole for any purpose.

2.2.2 Limited Rights. The license granted to Licensee under any Pole License grants only a nonpossessory, revocable (only in accordance with the terms and conditions set forth in this Master License) license to enter onto and use the License Area for the Permitted Use, which means that:

(a) Licensee will have exclusive use of those limited designated portions of the City Poles where its Equipment has been approved for installation but otherwise will have only non-exclusive use of remaining portions of License Areas which may be shared or used by others such as the portion of the City Poles not designated for Licensee's exclusive use, the conduits housing the circuits delivering power to the City Poles, street light pull boxes and other City property necessary for access; and

(b) City retains possession and control of all City Poles and all License Areas, which will at all times be superior to Licensee's use of the License Areas; and

(c) City may terminate this Master License and any Pole License in whole or in part in accordance with the terms thereof; and

(d) except as specifically provided otherwise in this Master License, this Master License does not limit, restrict or prohibit City from entering into agreements with third parties regarding the use of City Poles and property; and

(e) this Master License does not create a partnership or joint venture between City and Licensee; and

(f) Pole Licenses shall not be sublicensed to other parties or entities (other than Licensee's Affiliates) without prior approval by City under this Master License. Pole Licenses may be sublicensed to Licensee's Affiliates only with prior written notice to City.

2.2.3 No Impediment to Municipal Use. This Master License and any Pole License issued hereunder do not limit, alter or waive City's right to use any part of any City Pole as infrastructure established and maintained for the benefit of City. Licensee shall not interfere, or cause interference, with City's use and operation of any portion of any City Pole or License Area or any other property for any purpose.

2.3 Signs and Advertising. Licensee agrees that its rights under this Pole Licenses issued under this Master License do not authorize Licensee to erect or maintain or permit to be erected or maintained by anyone under Licensee's control, any signs, notices, graphics or advertising of any kind on any part of any License Area, except as notices or identification markers required by Law.

2.4 Light and Air. Licensee agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by City) will entitle Licensee to any reduction of any License Fees, Review Fee or Processing Fees, result in any liability of City to Licensee, or in any other way affect this Master License, any Pole License or Licensee's obligations, except as specifically provided in this Master License.

2.5 As-Is Condition of each City Pole and License Area. Licensee's attention is directed to the following:

2.5.1 As-Is Condition. Licensee expressly acknowledges and agrees to enter onto and use each City Pole and License Area authorized by a Pole License in its "as-is, with all faults" condition.

2.5.2 Licensee Due Diligence. Licensee represents and warrants to City that Licensee has conducted or will conduct a reasonably diligent investigation, either independently or through Agents of Licensee's choosing, of the condition of each City Pole and License Area and of the suitability of each City Pole and License Area for Licensee's intended use, and Licensee is relying solely on its independent investigation. In addition to other due diligence to be undertaken by Licensee, if Licensee requests use of City's existing conduit, Licensee shall be responsible for determining if the City's existing conduit has sufficient space available for all City and Licensee uses. Licensee further represents and warrants that its intended use of each City Pole and License Area is for the Permitted Use.

2.5.3 No City Representations or Warranties. Licensee agrees that neither City nor any of its Agents have made, and City disclaims, any representations or warranties, express or implied, with respect to the physical, structural, or environmental condition of any City Pole or License Area, the present or future suitability of any City Pole or License Area for the Permitted Use.

2.6 Permitted Use. Licensee shall use each License Area solely for the Permitted Use and for no other use, subject to all Laws and conditions of Regulatory Approvals. Licensee shall maintain throughout the Term all Regulatory Approvals to use each License Area for the Permitted Use.

2.7 No Illegal Uses or Nuisances. Licensee shall not use or occupy any License Area in any unlawful manner, for any illegal purpose or in any manner that constitutes a public nuisance under the Berkeley Municipal Code. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its use of each License Area.

2.8 Additional Authority. This Master License is not an authorization to use the ROW. Nothing in this Master License shall limit in any way, or is a substitute for, Licensee's obligation to obtain any additional required franchises, authorizations, approvals or permits from any City department, board, commission, or other governmental agency that has authority over the Licensee's activities involving use of the City Poles in the ROW or limit the City's exercise of rights that it may have in connection with the grant or exercise of such franchises, authorizations, approvals or permits,

whether or not such activities involve Services. Without limiting the generality of the foregoing, City believes it may have the right to require a franchise and franchise fees under Cal. Const., art. XII, § 8, or franchise fees under Section 5840(q) of the Digital Infrastructure and Video Competition Act (as codified in Public Utilities Code section 5800 et seq.) (“**DIVCA**”) or federal law, 47 U.S.C. § 542, and City does not intend by entering into this Master License to waive any of those rights or any legal arguments it might make to defend such rights. Licensee by entering into this Agreement does not waive any rights or arguments it might have under state or federal law. The Parties do not intend to resolve those disputes here nor do they intend to create uncertainty about what services can be offered under this Agreement. If City demands a franchise or franchise fees pursuant to DIVCA or other state or federal law, or if there is a change of law or other legal development under which the services being provided by Licensee pursuant to this Master License are subject to a franchise or franchise fees under DIVCA or other state or federal law, the Parties will meet and confer in good faith for a period not to exceed one hundred and twenty (120) days (“the Negotiation Period”) to negotiate terms, including any compensation owed by Licensee to the City under DIVCA or other state or federal law. If the Parties are not able to reach agreement during the Negotiation Period, the Parties may exercise any remedies that they may have. However, the Parties agree that in no instance shall City seek to prevent Licensee from providing any such service under this Master License.

3. TERM. The term under this Master License will commence on the Effective Date and will continue for ten (10) years from the Effective Date (the “**Initial Term**”), unless earlier terminated in accordance with this Master License. Unless City or Licensee provides written notice to the other at least six (6) months prior to the expiration of the Initial Term (or of the then current Renewal Term as defined herein) that it will not renew the Master License, the Master License will automatically renew for successive five (5) year periods, up to a maximum of twenty (20) years from the Effective Date (each such period after the Initial Term is a “**Renewal Term**”). The Renewal Term will be subject to the same terms and conditions set forth in this Master License (subject to License Fee and License Fee escalators described herein). The term of any Pole Licenses shall be coterminous with the Master License (the Initial Term and the Renewal Terms shall together constitute the “**Term**”).

4. LICENSE FEES AND OTHER CHARGES.

4.1 Commencement Date.

4.1.1 Definition. The term “**Commencement Date**” means the date each Pole License commences, which shall be specified in each such Pole License.

4.2 License Fees.

4.2.1 General. Licensee shall be solely responsible for the payment of all fees and costs in connection with Licensee’s performance under this Master License, including, but not limited to, those set forth herein.

4.2.2 Annual Pole License Fees. Licensee shall pay to City for each Pole License an annual License Fee in the amount corresponding to the applicable year as specified in **Exhibit B** which Licensee acknowledges represents the “safe harbor” amount for cost-based compensation established by the FCC Declaratory Ruling (FCC 18-133) (the “**License Fee**”). The License Fee in **Exhibit B** shall be paid unless and until substituted by a different amount under paragraph 4.2.4 or 4.2.5. The License Fee must be delivered in the manner specified in Section 4.7.

4.2.3 Due Dates. The License Fee for each License Area shall be due and payable to City in advance without prior demand or any deduction, setoff or counterclaim within thirty (30) days of the Commencement Date for the first payment, and on January 1 of each and every year following each such License Area’s Commencement Date. The License Fee shall be prorated for the first year with a daily rate based on a three hundred sixty-day (360) year. There shall be no refunds of License Fees paid due to the termination or expiration of the Pole License for any reason except termination due to (i) the City’s uncured Default under Section 17; (ii) RF or physical interference caused by the City or any Indemnified Party to Licensee’s operation of its Equipment which interference Licensee determines in good faith is not resolvable within ten (10) days from the commencement of such interference; and (iii) damage caused by the City or any Indemnified Party to Licensee’s Equipment and/or the City Pole subject to a Pole License. Receipt of any License Fees by City with knowledge of any breach of this Master License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this Master License or a Pole License, shall not be deemed a waiver of any provision of this Master License or Pole License.

4.2.4 Cost Study Adjustments to License Fee. Licensee acknowledges that during any period in which the cost-based compensation requirement in FCC 18-133 is in effect, City reserves the right to adjust the License Fee payable pursuant to paragraph 4.2.2 for all existing and future Pole Licenses if, based on a study of its actual and reasonable costs conducted in compliance with all applicable Laws, an adjusted recurring fee meets the cost-based compensation requirement (“**Cost Study Adjustment**”). In the event City conducts a study hereunder in compliance with all applicable Laws, City must provide any study and a breakdown of actual and reasonable costs considered resulting in a Cost Study Adjustment and Licensee shall reimburse City for a proportional share of the costs of conducting such study, based on the number of the then-current licensees who will be subject to Cost Study Adjustment. The License Fee established by the Cost Study Adjustment shall be subject to an annual escalation at three percent (3%) applied on January 1 of each and every year following implementation, unless the cost study provides a different escalation rate.

4.2.5 Alternate License Fee. In the event the cost-based compensation requirement of FCC 18-133 ceases to be in effect, the Licensee shall automatically and immediately be obligated to pay the amount described in this paragraph. For all existing and new Pole Licenses, Licensee shall pay to the Licensor an alternate license fee in the amount of **One Thousand Three Hundred Dollars (\$1,300)** per calendar year for each License Area, subject to annual adjustment of three percent (3%) applied on January 1 of each and every year following implementation (“Alternate License Fee”) and due and

payable in accordance with paragraph 4.2.3. No Alternate Licensee Fee shall be owed for any periods during which the cost-based compensation requirement of FCC 18-133 was in effect. However, if Licensee has paid License Fees pursuant to the provisions of paragraph 4.2.2 or 4.2.4 above for a calendar year, and the cost-based compensation requirement of FCC 18-133 ceases to be in effect during the same calendar year, the Licensee shall pay the difference between the License Fee and the Alternate License Fee for the period from the date the cost-based compensation requirement of FCC 18-133 ceased to be in effect until December 31 of that calendar year (“**License Fee Adjustment**”). Such License Fee Adjustment shall be paid to City on January 1.

4.3 Master License Processing Fee. Concurrent with Licensee’s delivery of an executed copy of this Master License, Licensee shall pay City a one-time, non-refundable processing fee (“**Processing Fee**”) of **One Thousand dollars (\$1,000)** to compensate City for its legal and other costs in entering into this Master License. Licensee acknowledges that the Processing Fee is not applicable against any License Fee or other charge or fee under this Master License.

4.4 Review Deposit and Fees. At the time of submission of each application related to a License Area and Pole License, as well as in the event that Licensee requires additional administrative services to amend, update, modify or change in any way this Master License, any Pole License, and/or License Area, Licensee shall pay an administrative processing deposit (“**Review Deposit**”) equal to five hours of Plan Checking and Engineering Fees to be applied to recover staff costs associated with the technical analysis, legal review and preparation of documents with respect thereto, in accordance with the hourly rate provided in the adopted Master Fee Schedule at the time of the application or other request, which may be adjusted by City from time-to-time and any out-of-pocket costs for consultants retained by the City. If the City reasonably determines that the City’s costs will exceed the amount of the Review Deposit, the City shall notify Licensee in writing and provide the estimated additional amount that Licensee must deposit to replenish the Review Deposit. Licensee will replenish the Review Deposit within fifteen (15) business days after Licensee’s receipt of such City written notice. Once the City tasks for which the Review Deposit was made are completed, the City shall notify Licensee in writing of the surplus that will be reimbursed or shortfall that Licensee must pay. Payment of any reimbursement or any shortfall shall occur within fifteen (15) business days after Licensee’s receipt of such City written notice unless otherwise provided in an applicable Pole License. The Review Deposit is in addition to any fees required by other City departments for example, for other permits or inspections. All fee amounts shall be assessed and administered consistent with standard City practice and fee schedule(s) as currently adopted and subsequently amended or replaced, in a manner consistent with applicable Law.

4.5 Unlawful Detainer Action. Only for the purposes of maintaining an unlawful detainer action, each License Fee and all other monetary obligations of Licensee under this License shall be considered “rent.”

4.6 Electricity Service Fees. City Poles are operated on an unmetered flat rate agreement with PG&E that does not cover the electricity consumption of the Equipment;

Licensee shall establish a separate agreement with PG&E for the use of electricity to power the Equipment.

4.7 Manner of Payment. Licensee shall pay License Fees, the Processing Fees, Review Fees and all other amounts payable to City under this Master License (i) in cash, (ii) by ACH electronic transfer only if the City informs Licensee in writing that payment by ACH electronic transfer is available, or (iii) other immediately available funds by check payable to the "City of Berkeley" and delivered to City at the address for payment specified in the Basic License Information, unless City directs otherwise by notice given in accordance with **Section 28.1** (Notices). A check that is dishonored will be deemed unpaid.

4.8 Interest. If Licensee fails to make any payment under this Master License when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at the lesser of the annual rate of ten percent (10%) or the highest percentage allowed by Law.

5. POLE LICENSE APPLICATIONS.

5.1 City Approval Required.

5.1.1 City Rights Superior. Licensee's use of any part of a License Area for the Permitted Use is subject to City's prior written approval through the issuance of a Pole License. Subject to any limitations expressly provided in this Master License, City is not obligated to subordinate its municipal functions or proprietary interests in any way to Licensee's interest. In determining whether to approve Licensee's application for a Pole License, City may consider any matter affecting its municipal obligations and proprietary interests; provided, however, the existence of banners and/or street signs on a City Pole shall not be automatic grounds for rejection of Licensee's Pole License application. Examples of municipal and proprietary concerns include, among others:

- (a) the resulting total load on the City Pole if the Equipment is installed;
- (b) the condition of the existing City Pole and foundation (including without limitation the structural integrity thereof to support the Equipment and/or suitability/feasibility thereof for shared or new conduits);
- (c) the impact of the installation on City's street light operations and maintenance, including whether the Equipment would compromise City street light circuit serving the City Pole;
- (d) whether the installation complies with applicable electrical codes;
- (e) whether the Equipment would create a hazardous or unsafe condition, including but not limited to shadows that negate the purpose of the street light;

- (f) any impacts the Equipment would have in the vicinity of the City Pole, including size, materials, and visual clutter;
- (g) aesthetic concerns;
- (h) municipal plans for the City Pole; and
- (i) other City goals and policies.

5.1.2 Department of Public Works Permits Required. In addition to the approval of the Pole License, the Licensee shall obtain permits as required, including temporary permits, for the construction or maintenance of improvements in the Public ROW related to the approved License Area. This potentially includes, but is not limited to, Engineering Permit, Miscellaneous PROW Utility Engineering Permit, and Temporary No Parking.

5.2 Pole License Application. In connection with each License Area that Licensee desires to use for the Permitted Use, Licensee shall submit a Pole License application to City.

5.2.1 Each application will consist of: (a) a description of the proposed License Area using the nearest address, nearest assessor parcel number, and mapped coordinates (by GIS or other method approved by City), describing in reasonable detail at the time of the initial Pole License application the type of City Pole included in the License Area, the proposed Equipment and method of installation, attachment and connection with utilities and the backhaul, and including a unique location identifier for the License Area for ease of future reference; (b) Licensee must submit proposed plans with each Pole License application; (c) the Review Fee as specified in **Section 4.4** (Review Fee); (d) other documentation required for submittal per the version of the City of Berkeley's Aesthetic Guidelines in use at the time of the application; and (e) any information needed for City to evaluate a request to use City circuits in accordance with **Exhibit D**.

5.2.2 As a part of Licensee's submission to the City's Department of Public Works for approval of each Pole License, Licensee shall deliver to City structural and/or other analyses concerning the condition of the existing City Pole and/or foundation or other appurtenances, which analyses and/or required modifications shall be stamped by a structural engineer registered in the State of California, stating that the existing City Pole and/or foundation or other appurtenances (as modified or replaced in accordance with any recommendations contained therein) can support and will not be damaged by the proposed Equipment and the proposed Equipment will meet the installation guidelines (each, an "**Integrity Analysis**"). Such Integrity Analysis shall be performed at the sole cost of Licensee. The results and recommendations of such Integrity Analyses, including without limitation any replacement or modification to the existing City Pole and/or foundation or other appurtenances (collectively, the "**Replacement Pole**"), if approved by the City's Department of Public Works, shall be incorporated by Licensee into its work for the proposed License Area, and shall meet the requirements of the Regulatory

Approvals, be capable of supporting the Equipment, and comply with all permits and other applicable Laws.

5.2.3 Upon City's request, Licensee shall also promptly submit a copy of this fully-executed Master License.

5.2.4 Each Pole License application shall address a single proposed License Area; however, Licensee may submit up to ten (10) Pole License applications together as a batched submission if each of such batched Pole License applications are for similar City Poles, wireless facilities, and technologies, and will be within reasonable proximity (collectively, a "**Uniform Batch Application**"). Licensee may submit a Uniform Batch Application every two (2) weeks from the date each Uniform Batch Application becomes in its entirety a Complete Application (as defined below).

5.2.5 Batch Application Contractor. The limit on the number of Uniform Batch Applications and the timeframe for submitting the same as described in this Section 5.2 above, may not apply if: (a) the City and Licensee mutually approve in writing to use a third-party contractor, which Uniform Batch Application Contractor has been mutually pre-approved in writing by the City and Licensee (as approved, the "Batch Application Contractor"); (b) either: (i) the City engages the Uniform Batch Application Contractor, in which case the City shall require the Batch Application Contractor to review and approve Licensee's Batch Applications to the City's reasonable satisfaction, or (ii) Licensee engages the Batch Application Contractor, in which case the Licensee shall require the Batch Application Contractor to review and recommend approval, which recommendation shall be reviewed by the City to its reasonable satisfaction; and (c) Licensee pays the review fee charged by the Batch Application Contractor and all costs incurred by the City (all such costs to be cost-based) for review and approval of such Uniform Batch Application.

5.2.6 Licensee Access to City Poles. City understands that Licensee may need to inspect City Poles in order to submit applications or amendments for City's review and approval. Accordingly, City will make reasonable efforts to provide access and information to Licensee promptly following Licensee's request. On site investigations will be the responsibility of the Licensee and may require obtaining permits required to work in the ROW by City codes. Licensee shall bear all costs associated with obtaining any permits and performing any investigation work.

5.3 License Application Review Process. City will review and process each Pole License application in the chronological order (date and time) in which applications satisfying the requirements in Sections 5.2.1 and 5.2.2 above are submitted or deemed submitted by City (each, a "**Complete Application**") and will approve or deny each Complete Application within the time periods prescribed by then-applicable Laws, if any. Except as stated in the preceding sentence or as otherwise specified in this Master License, City will not give priority to any application or licensee over another application or licensee.

5.3.1 Initial Screening/Optional Pre-Application Pole Reservation Request. Licensee may either deliver a Complete Application or a pre-Pole License application City Pole reservation request in the form attached hereto as **Exhibit E** (a “**Pre-Application Pole Reservation Request**”) to Manager of Engineering for determination of whether or not the proposed Permitted Use is compatible with the type of City Pole and whether the proposed City Pole is available (not already in use or reserved by another carrier). Licensee agrees that if it opts to submit a Pre-Application Pole Reservation Request, it does so voluntarily and knowing that it does not trigger any time periods or FCC shot clocks for action on a Pole License application, and Licensee expressly waives any and all such claims to the contrary. Manager of Engineering will endeavor to issue a written determination (either denial pursuant to Section 5.3.1 or LOA pursuant to Sec. 5.3.2) within ten (10) business days of Licensee’s submission of the Complete Application or Pre-Application Pole Reservation Request to City. In the event that Manager of Engineering determines that the proposed Permitted Use is not compatible with the type of City Pole or that the proposed City Pole is not available, Manager of Engineering shall notify Licensee in writing of such determination, which determination shall constitute a denial of Licensee’s Complete Application or Pre-Application Pole Reservation Request; provided, however, that Licensee may elect to promptly resolve the identified issues and resubmit its Complete Application or Pre-Application Pole Reservation Request to Manager of Engineering.

5.3.2 Pole Application Review. In the event that Manager of Engineering determines pursuant to Section 5.3.1 that the proposed Permitted Use is compatible with the type of City Pole and the proposed City Pole is available, Manager of Engineering shall provide Licensee with a signed letter of authorization (each, an “**LOA**”), which LOA shall serve solely to evidence the City’s indication, as owner of the City Pole that Licensee has reserved the City Pole and may use the City Pole only if (i) it timely submits a Complete Application within ninety (90) days of Licensee’s receipt the LOA (if Licensee submitted only a Pre-Application Pole Reservation Request), (ii) it applies for and obtains approvals of all other applicable City departments, and (iii) a Pole License is fully executed, but shall not otherwise establish any rights of Licensee with respect to the License Area. If Licensee submitted only a Pre-Application Pole Reservation Request, Licensee must submit its Complete Application within the time period in (i) above or it automatically loses its reservation of the City Pole. If Licensee submitted (or timely submits) a Complete Application, the LOA shall specify that the City Pole is reserved until such time that a final determination on the Complete Application has been made by City, and if approved, the Pole License has been fully executed by Licensee and City or the time for execution has expired .

5.4 Review Fee Delivery. If Licensee does not timely deliver the required Review Fee, City may suspend its review of Licensee’s corresponding applications then under review by City.

5.5 Pole License Approval. City will notify Licensee that City has approved Licensee’s use of a License Area for the Permitted Use by returning to Licensee one (1) signed copy of the Pole License, referring to the particular License Area(s) and affixing the Commencement Date, which shall be the first day of the calendar month following the

City's approval. A City decision to grant or deny a Pole License application is not a decision on a PROW permit application subject to appeal under BMC Section 16.10.150 but is an exercise of City's contractual authority hereunder. Notwithstanding the foregoing, City shall not sign and deliver a Pole License to Licensee unless and until all City Regulatory Approvals for the License Area covered by the Pole License have been issued by the City to Licensee.

5.6 Right to Disapprove. Licensee acknowledges that City has the absolute right to disapprove the use of any City Pole if the placement of Licensee's Equipment would interfere, or cause interference, with City's use of City Pole to provide street lighting or other use, create a hazardous or unsafe condition, fail to meet the installation guidelines or the requirements of this Master License. The City will issue a denial in writing, and the City will describe reasons for its denial.

5.7 Replacement Poles. If a Replacement Pole is approved in a Pole License, Licensee, at its sole cost and expense (including all costs of materials, equipment, and labor costs), shall replace, in kind, the City's streetlights or other City lighting on the Replacement Poles and any other City equipment or City facilities necessary to place the lights or facilities back in operation for all uses in place prior to the removal and replacement of the existing City Pole. The City shall own the Replacement Poles, shall retain ownership of any removed poles, and shall provide direction to Licensee for the delivery of any removed poles to a storage or transfer location of the City's choosing. Licensee shall provide such transfer or dedication documentation for Replacement Poles as the City reasonably requests. Any work under this Master License which involves replacing or removing City Poles shall be subject to such additional requirements as may be specified by the City's Department of Public Works.

5.8 Network Poles. Any pole upon which Equipment has been installed by Licensee under this Master License, whether an existing City Pole or Replacement Pole, is hereinafter referred to as a "**Network Pole.**"

6. INSTALLATION OF EQUIPMENT.

6.1 Approved Plans.

6.1.1 Strict Compliance Required. Licensee's plans and specifications and any Equipment installed, if authorized, shall comply with the minimum requirements provided in in the Aesthetic Guidelines and Exhibit D (Minimum Requirement of Plans and Equipment) to this Master License, attached hereto and incorporated herein. Licensee is authorized to install Equipment at the License Area covered by the Pole License only in strict compliance with the plans and specifications approved by the City and, if applicable, all Regulatory Approvals ("Approved Plans"), and any "like-kind" upgrades or replacements permitted by Section 7.1 of this Master License.

6.1.2 Required Changes/Minimum Plan Requirements. Licensee may apply to amend previously Approved Plans if required to obtain or comply with other Regulatory Approvals necessary for installation of Equipment, including construction or

installation-related temporary street occupancy permits, traffic control permits and building permits, as may be required by City codes and/or to address issues with respect to a particular License Area. Amendment of Approved Plans will require City's approval and payment of a Review Fee. Licensee acknowledges that as of the Effective Date of this Master License, City has not approved or promised to approve any plans or permits necessary for Licensee to install Equipment on a City Pole within any License Area. Licensee agrees that any plans or amendments approved by the City shall at a minimum, include the elements described in the Aesthetic Guidelines and Exhibit D attached hereto and incorporated herein. City will provide notice of its decision in accordance with Section 28.1 (Notices).

6.1.3 Corrections. City's approval of plans and of any amendments to Approved Plans and the issuance of related Regulatory Approvals will not release Licensee from the responsibility for and obligation to correct any errors or omissions that may be contained in the Approved Plans, any amendments and related Regulatory Approvals. Licensee shall notify the City's Department of Public Works immediately upon discovery of any omissions or errors, and Licensee shall obtain required approvals of any amendments to previously Approved Plans or amendments.

6.2 Installation. Licensee shall not commence installation of Equipment in a License Area until City has executed and delivered a Pole License and all PW Permits have been obtained. When installing Equipment, Licensee must strictly comply with Approved Plans and PW Permits as originally approved, or, if applicable, as amended or corrected.

6.3 Cost of Labor and Materials. Licensee is responsible for all direct and indirect costs (labor, materials and overhead) for designing, purchasing and installing Equipment in accordance with the Approved Plans, approved amendments and all applicable Laws. Licensee also shall bear all costs of obtaining all Regulatory Approvals required in connection with the installation, and Licensee shall satisfy any conditions or mitigation measures arising from Licensee's proposed installation. City is not responsible for any costs associated with labor, materials, Equipment and all professional services related to the Permitted Use.

6.4 No Alteration of City's Existing Equipment or Infrastructure. Licensee shall not damage or, except as otherwise provided in a Pole License, remove, or alter in any way any City property, including, without limitation, fiber, pull boxes, Tesco panel, electrical equipment, conductors, conduit, wiring and electrical vaults, without the express written permission of City and other City agencies that have jurisdiction over the property.

6.5 Standard of Work. Licensee must install and perform all work on and in connection with Equipment in strict compliance with Approved Plans (except for work conducted in furtherance of Section 7.1 or 13.3.3 below), PW Permits, and approved amendments thereto diligently and in a skillful and workmanlike manner. Licensee must use qualified and properly trained persons and appropriately licensed contractors for all work on any License Area. No later than ten (10) Business Days before commencing installation of any Equipment or any other work on or about any License Area, Licensee

shall provide City with: (a) a schedule of all activities; and (b) a list of the names, places of business, and license numbers of all contractors who will perform the work. After performing any work on a License Area, Licensee shall leave it and other property in a condition as good as it was before the work. Within twenty (20) Business Days of completing the installation of Equipment in a License Area, Licensee shall notify City of such completion.

6.6 Coordination of Work. Licensee shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, equipment and City street light operations. Licensee shall be City's point of contact for all Equipment installation and except in case of emergency, all communications concerning all engineering, construction and installation issues relating to the Equipment. If a person other than Licensee or City would have to rearrange or adjust any of its facilities in order to accommodate new Equipment, Licensee shall be responsible to coordinate such activity. If Licensee is requested by another person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that person's facilities, subject to City's written approval of such relocation (which may be granted only after obtaining Licensee's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed), Licensee shall reasonably cooperate with such request.

6.7 Installation; Parking-Regulations. When installing Equipment, Licensee must abide by all City construction regulations, including construction hours, waste management, noise abatement and traffic management ordinances and regulations. Licensee must pay all parking meter fees and citation fines incurred by Licensee and its contractors for vehicle parking. City will not pay or void any citations or reimburse Licensee for traffic citations or fines, including obtaining permits for use of the ROW.

7. NO ALTERATIONS/UNAUTHORIZED EQUIPMENT.

7.1 After installation in accordance with Approved Plans, Licensee shall not make or permit any alterations to a License Area or anything that is part of, installed on or in the License Area without City's prior written consent. Notwithstanding the foregoing, City's approval for modifications or any alterations to the applicable Pole License shall not be required in connection with routine maintenance or modifications that consist of upgrades or replacement of "like-kind" Equipment which is substantially similar (or smaller in size) in appearance, dimensions, weight, and radio frequency ("RF") emissions to the then-existing and approved Equipment.

7.2 If City discovers any Equipment has been installed on any City Poles without authorization pursuant to a Pole License, City may send an invoice to Licensee for a sum equal to five (5) times the then-current License Fee as compensation for the unauthorized attachments (the "**Unauthorized Attachment Fee**"), and, within sixty (60) days from the date of Licensee's receipt of such invoice, Licensee shall (i) pay the invoiced amount to City and submit a Complete Application for the unauthorized equipment, or (ii) produce documentation showing City's prior approval of the Equipment identified in the invoice. If, in accordance with this Section, Licensee fails to pay the

Unauthorized Attachment Fee and submit the Complete Application, or produce documentation showing City's prior approval within sixty (60) days of Licensee's receipt of City's invoice, City may remove the unauthorized equipment at Licensee's expense. If City removes such unauthorized Equipment in accordance with this Section, Licensee shall have thirty (30) days thereafter to claim and retake possession of such Equipment otherwise such Equipment shall become the property of City, who shall have sole rights over such Equipment's disposition. City's removal of unauthorized equipment shall not release Licensee from its obligation to pay those invoiced fees accruing pursuant to this Section.

8. CITY WORK ON NETWORK POLES.

8.1 Repairs, Maintenance, and Alterations. City will be responsible for maintenance and repair of Network Poles to the same standards as other City Poles as needed for its street light operations. Neither City work on Network Poles nor the condition of Network Poles will (a) entitle Licensee to any damages except to the extent caused by the gross negligence or willful misconduct of City and/or any Indemnified Parties and not covered by insurance and subject to the limitations on liability in Section 20, (b) relieve Licensee of the obligation to pay all or any portion of any License Fees, Processing Fee, Review Fees or other required costs and fees, (c) relieve Licensee of the obligation to perform each of its other covenants or obligations under this Master License, or constitute or be construed as a constructive termination of this Master License and any Pole License.

8.2 City Use of Network Poles. Licensee understands and agrees that the City intends to continue to use the Network Poles for City streetlights and other City purposes and may do so without limitation subject to the terms and conditions of this Master License. Further, City may install other non-lighting related City facilities on, or otherwise make use of, the Network Poles as it deems desirable, including without limitation granting new or additional access and/or use rights to the Network Poles by third parties; provided that such other non-lighting related City uses of the Network Poles or new or additional access and/or use rights to the Network Poles by third parties does not interfere with Licensee's Permitted Use of the License Areas as permitted hereunder. Licensee shall reasonably cooperate with the City and all other third parties using the Network Poles subject to Licensee's rights under this Master License and the applicable Pole License. Any interference caused by other non-lighting related City uses shall be governed as provided in **Section 27.1** below.

8.3 Notice to Licensee. City reserves the right at any time to make alterations, additions, repairs, removals and improvements to all or any part of a Network Pole for any operational purpose, including maintenance and improvement of City services to City Poles and City compliance with mandatory regulations or voluntary controls or guidelines, subject to: (i) making reasonable efforts to give Licensee prior notice of any City work in accordance with **Section 8.3** (Licensee's On-Call Representative); (ii) allowing a representative of Licensee to observe City's work; and (iii) taking reasonable steps not to disrupt Licensee's normal use of Equipment on or in a License Area. Licensee's use of

a License Area may not impede or delay in any way City's authority and ability to make changes necessary to maintain City Poles.

8.4 Licensee's On-Call Representative(s). Licensee shall at all times maintain a working emergency phone number(s) for the City to use to contact Licensee's on-call representative(s) (the current number is listed in the Basic License Information), regarding the operation of Licensee's Equipment. Licensee's on-call representative(s) assigned to take emergency calls shall be qualified and experienced in the operation of Equipment, and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment or shall have the ability to notify and promptly dispatch or put City in contact with a Licensee operations representative(s) with the necessary qualifications and experience. Before City performs non-emergency maintenance, repair or other activities on a License Area in the regular course of its business that may impair the operation of Licensee's Equipment on or in the License Area, City will attempt to provide at least 48 hours telephonic, or emailed, notice to Licensee's on-call representative. City will not be required to delay non-emergency repair or maintenance activities more than 48 hours after attempting to contact Licensee's on-call representative. Failure by City to provide notice, as described above, will not be deemed a default under this Master License.

8.5 Emergencies/Network Poles. The parties agree to notify each other of any emergency situation related to any Network Pole at the emergency phone numbers listed in the Basic License Information at the earliest opportunity. In an emergency, however, City's work and needs will take precedence over the operations of any of Licensee's Equipment in a License Area, and City may access any portion of a License Area that it determines is necessary in its sole discretion in accordance with **Section 21.2** (Emergency Access), whether or not City has notified Licensee of the emergency. Licensee acknowledges that City personnel will be entitled to exercise their judgment in an emergency caused by any person or entity, and in the exercise of judgment may determine that the operation of Licensee's Equipment must be interrupted, or that the circumstances require the removal of any part of Licensee's Equipment. Licensee agrees that, except to the extent caused by the gross negligence or willful misconduct of City, City will bear no liability to Licensee for City's interruption of Licensee's Equipment operations, removal of Equipment or other actions with respect to Licensee's Equipment in an emergency, and that Licensee shall be solely responsible for the costs required to resume operations following the emergency.

9. LICENSEE'S OBLIGATION FOR MAINTENANCE AND REPAIR COSTS.

9.1 Damage to City Poles. If the acts, omissions or negligence of Licensee or its employees, Agents or Invitees when installing, removing, repairing or accessing Equipment damages any City Poles, Licensee shall repair such damage to the reasonable satisfaction of City, which may require replacement in City's reasonable determination. If Licensee does not perform the repairs or replacement within the time specified in Section 17.1 (Default) below, City may elect to repair the damage, or make the replacement, at Licensee's expense and demand payment for City's cost of repair or replacement. Licensee shall reimburse City for its costs of repair or replacement within

thirty (30) days after receipt of City's demand for payment, delivered with copies of invoices or other evidence of its costs.

9.2 No Right to Alter or Repair City Property. Except as provided in this Master License, Licensee is not authorized to alter or make any repairs to City property. In all cases, Licensee waives any right it may have to make repairs at City's expense under any applicable Law.

9.3 Notice of Damage to City Poles. Licensee agrees to make reasonable efforts to give City written notice promptly after Licensee's discovery of damage to City Poles from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions, except to the extent caused by the acts, omissions or negligence of Licensee or its employees, Agents or Invitees. A Licensee failure to give notice of damage caused by others shall not be grounds for City termination of this Master License or any Pole License.

9.4 Maintenance and Repair of Licensee's Equipment. After Licensee's Equipment is installed, this Master License does not grant Licensee any right of access to any License Area except as provided herein. Licensee's right to modify and maintain its Equipment is subject to Article 8 above. If Licensee becomes aware of any damage solely to Equipment installed in a License Area requiring repair, Licensee may make the repairs at Licensee's expense. If City becomes aware that an emergency repair or removal of Equipment is necessary to protect life or property, City may, without liability to Licensee, repair or remove Equipment or if possible will provide notice to Licensee and coordinate with Licensee to allow Licensee to make such repairs or removal. If City does the work, Licensee shall reimburse City for its costs of repair or removal within thirty (30) days after receipt of City's demand for payment, delivered with copies of invoices or other evidence of its costs.

10. LIENS. Licensee shall keep each License Area free from any liens or stop notices arising out of any work performed, material furnished or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment or material to Licensee in any way connected with Licensee's use of a License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment. If Licensee does not cause the release of lien of a mechanics' lien or stop notice by any contractor, service provider or equipment or material supplier purporting to attach to a License Area or other property within thirty (30) days after Licensee's receipt of written notice of the lien or stop notice, City will have the right, but not the obligation, to bond the lien or stop notice. Licensee must reimburse City for all expenses it incurs in connection with any such lien or stop notice (including reasonable attorneys' fees) within thirty (30) days following receipt of City's demand, together with evidence of City's expenses.

11. UTILITIES; TAXES' AND ASSESSMENTS.

11.1 Utilities. Licensee shall be solely responsible for all costs, expenses and payments of electricity charges by the applicable utility company arising solely out of

Licensee's Equipment and shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company, together with applicable tariffs, including, if applicable, power used by Licensee due to shared use of City's conduit. While City is not obligated to make its utility infrastructure available to Licensee, nonetheless, to the extent feasible City shall make a good faith effort to make its utility infrastructure available in connection with each City Pole identified by Licensee in a Pole License application, and Licensee and City shall work cooperatively to allow Licensee to use City's utility infrastructure wherever possible. If City determines that its utility infrastructure is not available to Licensee at a City Pole location identified by Licensee in a Pole License application, City will assist Licensee in identifying a different City Pole located in close proximity to the City Pole identified in Licensee's Pole License application where City would be amenable to granting Licensee the right to use the City's utility infrastructure associated with such different City Pole.

11.2 Taxes and Assessments.

11.2.1 Possessory Interest Taxes. City hereby provides notice pursuant to California Revenue and Taxation Code section 107.6, and Licensee recognizes and understands that this Master License and/or Pole Licenses may create a possessory interest subject to property taxation, and Licensee may be required to pay possessory interest taxes, as described in California Revenue and Taxation Code section 107.6. Licensee further recognizes and understands that any sublicense or assignment permitted under this Master License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created under this Master License.

11.2.2 Licensee's Obligation if Assessed. Licensee agrees to pay taxes of any kind, including possessory interest taxes that may be assessed by law on the leasehold interest hereby created, as well as excises, licenses, permit charges and assessments based on Licensee's usage of each License Area that may be imposed upon Licensee by Laws, if any, when the same become due and payable and before delinquency. Licensee agrees not to allow or suffer a lien for any taxes to be imposed upon any License Area without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity or amount of the same using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and to the extent allowed by Laws. City will provide Licensee with copies of all tax and assessment notices on or including any License Area promptly, along with sufficient written documentation detailing any assessment increases attributable to Licensee's Equipment, but in no event later than thirty (30) days after receipt by City.

11.2.3 Taxes on Equipment. Licensee shall be responsible for any taxes and assessments attributable to and levied upon Licensee's Equipment. Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Equipment without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity or amount of the same using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and to the extent allowed by Laws.

12. COMPLIANCE WITH LAWS.

12.1 Licensee shall install and use the Equipment in strict compliance with Laws and conditions to Regulatory Approvals relating to the use or occupancy of each License Area, including, without limitation, all Laws relating to health and safety and radio signal transmission. Any installation work performed by or on behalf of Licensee or any person or entity claiming through or under Licensee is subject to applicable Laws.

12.2 Personnel Safety Training.

12.2.1 CPUC Certification. Licensee shall ensure that all persons installing its Equipment on Licensee's or Licensee's Agent's behalf, are appropriately trained and licensed by the California State Contractors Licensing Board and as required by applicable regulations and rules of the California Public Utilities Commission (the "CPUC"). Licensee shall ensure that these persons are trained in and will observe all applicable safety requirements established by City, the CPUC, and the California Division of Occupational Safety & Health, Department of Industrial Relations, including, without limitation, site orientation, tag-out lock-out de-energization rules, ladder and lift restrictions and track and street right-of-way safety requirements.

12.2.2 Licensee's Indemnity. During any period when Licensee or any Agent of Licensee is installing, repairing, replacing or accessing its Equipment, Licensee acknowledges and agrees that City has delegated control of the License Area to Licensee, and Licensee shall be solely responsible for any resulting injury or damage to property or persons. City is not, and shall not be deemed to be, a co-employer of any employee of Licensee or any employee of Licensee's Agents, and City will not be liable for any Claim of any employee of Licensee, any employee of Licensee's Agents or any third party arising from any period when Licensee or any Agent of Licensee or any third party is accessing or using the License Area. Licensee agrees to Indemnify City fully (as provided in **Article 18** (Licensee's Indemnity)) against any Claim brought by any employee of Licensee, any employee of Licensee's Agents or any third party arising from or related to Licensee's access to and use of any License Area and other activities of Licensee or its Agents or Invitees in or around in any License Area, except to the extent attributable to the gross negligence or willful misconduct of City or any Indemnified Party.

12.3 Regulatory Approvals. Licensee represents and warrants that prior to and as a condition to conducting its activities on a License Area, Licensee will acquire and comply with all Regulatory Approvals required for Licensee's use of the License Area. Licensee shall maintain and comply with all Regulatory Approvals for Licensee's Permitted Use at each License Area throughout the term of the applicable Pole License and for as long as any Equipment is installed on any portion of a License Area.

12.4 Compliance with City's Risk Management Requirements. Licensee shall not do anything or permit anything to be done by anyone under Licensee's control, in, on, or about a License Area that would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential liability by reason of Licensee's use of

a License Area. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations, and requirements of City's risk manager or other insurance advisor.

12.5 Compliance with Other City Laws. Licensee has reviewed, understands, and is ready, willing and able to comply with all City Laws, as such are amended or revised from time-to-time.

13. TERMINATION, REMOVAL, RELOCATION, AND ABANDONMENT.

13.1 Licensee's Termination Rights. Licensee may terminate this Master License (and all Pole Licenses, if any) on one hundred eighty (180) days' written notice to City. Licensee may remove any Pole License location from this Master License by terminating the applicable Pole License without terminating this Master License (i) at any time on ninety (90) days' written notice to City; and (ii) upon written notice to the City in the event that RF or physical interference is caused by the City or any Indemnified Party to Licensee's operation of its Equipment which interference Licensee determines in good faith is not resolvable within ten (10) days from the commencement of such interference.

13.2 City's Termination Rights.

13.2.1 City's Absolute Right to Terminate. City has the absolute right in its sole and reasonable discretion to terminate a Pole License if the City Administrator (or his or her designee) determines that Licensee's continued use of a License Area adversely affects or poses a threat to public health and safety, constitutes a public nuisance under the Berkeley Municipal Code, interferes with City's operations, or requires City to maintain a City Pole that is no longer required for City purposes.

13.2.2 Cure. If the condition giving rise to City's right to terminate a Pole License in Section 13.2.1 above is susceptible to cure, City will provide written notice to Licensee of City's determination, the underlying reasons for the determination, and provide a forty-five (45)-day cure period following which the affected Pole License will be terminated if Licensee has not caused a cure, which shall be in City's sole but reasonable discretion. If the condition is not susceptible to cure in City's sole but reasonable judgment, City will have the right to terminate the affected Pole License(s) on thirty (30) days' written notice to Licensee of City's determination.

13.2.3 Licensee's Rights after Termination. Promptly after the effective date of any termination of a Pole License under Section 13.2 (City's Termination Rights), if Licensee wishes to replace the License Area, City will give priority to Licensee's license application for a substitute Pole License, but the grant of priority will not affect Licensee's obligations under this Master License, including the requirement to obtain all Regulatory Approvals for the substitute Pole License.

13.3 Removal of Licensee's Equipment.

13.3.1 Removal Due to Public Project.

(a) Subject to other provisions of this Master License, in the event City desires to redevelop, modify, remodel, demolish, or in any way alter the PROW and any improvements thereon, the City shall make good faith efforts to accommodate Licensee's continuing use of the Network Poles, to the extent reasonably feasible given the scope of the project and provided that such accommodation can be made at no cost to the City.

(b) Within thirty (30) days of receipt of a written demand from the City, or such longer time as specified in the written demand, pursuant to this **Article 13**, Licensee, at its sole cost and expense, shall remove and relocate any part of the Equipment, constructed, installed, used and/or maintained by Licensee under this Master License, whenever the City reasonably determines that the removal and/or relocation of any part of the Equipment is needed due to any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks.

(c) The City shall provide Licensee with prior written notice of such removal or relocation as soon as reasonably feasible and shall reasonably cooperate with Licensee in relocating any portion of the Equipment removed pursuant to this **Section 13.3** in a manner that allows Licensee to continue providing Service to its customers and the applicable Pole License shall be accordingly amended; provided, however, that such cooperation shall be at no cost to the City.

(d) In the event any such portion of the Equipment is not so relocated, the applicable Pole License shall terminate.

(e) Notwithstanding Sections 13.3.1(a)-(d) above, Licensee shall have the right to immediately terminate the applicable Pole License(s) upon written notice to City in lieu of relocating or removing its Equipment pursuant to a City written demand in accordance with this Section 13.3.1, in which event, Licensee shall remove its Equipment in accordance with the terms and conditions of Section 13.3.3 below.

13.3.2 Temporary Removal Due to Exigent Circumstances. City in its sole but reasonable discretion may determine that exigent circumstances require, for reasons of an imminent threat to public, health, safety, or needs of City operations for the protection of persons or property from an imminent threat of harm, that Licensee must temporarily remove Licensee's Equipment from a particular License Area on 48-hours' notice. Notice shall be provided by contacting Licensee's Network Operations Center at the phone number provided in Section 1.3.2 above. Licensee may reinstall the removed

Equipment, only once City determines it is safe to do so. If City determines the removal must be permanent, the Pole License will terminate as to the identified License Area upon expiration of the 48-hour period.

13.3.3 Removal Due to Termination or Expiration. Upon the expiration of the Term of this Master License, or earlier termination of this Master License or any individual Pole License pursuant to the provisions of this Master License, Licensee shall, at its sole cost and expense, remove its Equipment in the manner provided in Section 6.5 above and in accordance with Section 25.1 below. If such removal disturbs the adjacent property to the License Area(s), Licensee shall, at its sole cost and expense, restore the adjacent property to its condition existing immediately prior to Licensee's commencement of such removal activity, reasonable wear and tear excepted, including landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the License Area or adjacent property. As part of Licensee's removal work, Licensee shall restore each License Area(s) to the condition existing immediately prior to Licensee's initial installation of its Equipment at the License Area(s), reasonable wear and tear and damage from causes beyond the reasonable control of Licensee excepted. If Licensee becomes obligated to remove its Equipment from ten (10) or fewer License Areas on the same date, Licensee shall have sixty (60) days to complete the removal and restoration, if applicable, work. If Licensee becomes obligated to remove its Equipment from more than ten (10) License Areas on the same date, Licensee shall have one hundred twenty (120) days to complete the removal and restoration, if applicable, work.

13.3.4 Abandonment. In the event Licensee ceases to operate the Equipment for a period of ninety (90) consecutive days or more, except for any period of cessation due to Force Majeure, Licensee shall be deemed to have abandoned the same and following Licensee's receipt of written notice from City shall, at its sole cost and expense, remove its Equipment from the License Area in accordance with Section 13.3.3 above.

14. DAMAGE.

14.1 City Election. City has no obligation to replace or repair any part of any Equipment following damage by any cause; provided, however, in the event that City or any Indemnified Party causes damage to Licensee's Equipment, then City shall reimburse Licensee for the actual cost incurred by Licensee to repair or replace the damaged Equipment within thirty (30) days of City's receipt of an invoice from Licensee accompanied with reasonable substantiation of the costs incurred. Following damage to any Network Pole in a non-emergency situation, City may elect any of the following actions, in City's sole and absolute discretion. Procedures in emergency situations are set forth in **Section 21**.

14.1.1 Election to Repair or Replace Damaged Network Poles. Within thirty (30) days after the date on which City discovers damage to any Network Pole, City will give Licensee written notice of City's decision whether to repair or replace the damaged Network Pole and its good faith estimate of the amount of time City will need to complete the work. If City cannot complete the work within thirty (30) days after the date that City

specifies in its written notice, or if City elects not to do the work, then Licensee will have the right to complete the work at Licensee's cost. If Licensee's Equipment must be temporarily removed to complete the work, City will give Licensee ten (10) days' prior written notice to remove the Equipment.

14.1.2 Election to Remove Damaged Network Pole. If City decides to remove, rather than repair or replace any damaged Network Pole, the applicable Pole License will terminate automatically as of the last day of the month the Network Pole is removed. City will give Licensee at least ten (10) days' prior written notice to remove Licensee's Equipment from the damaged Network Pole.

14.1.3 Licensee's Rights after Termination. After termination of any Pole License as to any License Area under this Section, City will give priority to Licensee's application for a replacement Pole License.

15. EMINENT DOMAIN.

15.1 Eminent Domain. If all or any part of a License Area is permanently taken in the exercise of the power of eminent domain or any transfer in lieu thereof, the following will apply:

15.1.1 Termination. As of the date of taking, this Master License will terminate as to the part so taken, and the License Fee will be ratably reduced to account for the portion of the License Area taken.

15.1.2 Award. City will be entitled to any award paid or made in connection with the taking. Licensee will have no claim against City for the value of any unexpired Term of this Master License or otherwise, except that Licensee may claim any portion of the award that is specifically allocable to Licensee's relocation expenses or loss or damage to Licensee's Equipment, so long as such does not reduce City's award.

15.2 Temporary Takings. A taking that affects any portion of a License Area for less than ninety (90) days will have no effect on this Master License. In the event of any such temporary taking, Licensee will receive the portion of any award, if any, that represents compensation for the use or occupancy of the License Area during the Term up to sum of the License Fees payable by Licensee for the period of the taking, and City will receive the balance of the award, so long as Licensee's award does not reduce the amount to which City is entitled.

16. ASSIGNMENT.

16.1 Restriction on Assignment. Except as specifically provided in **Section 16.6** (Permitted Assignment), Licensee shall not directly or indirectly make an Assignment any part of its interest in or rights with respect to any License Area without City's prior written consent.

16.2 Notice of Proposed Assignment. If Licensee desires to enter into an Assignment of this Master License, Licensee shall give notice (a "**Notice of Proposed**

Assignment”) to City, stating in detail the terms and conditions for such proposed Assignment and complete non-confidential and non-proprietary information, including financial statements, business history, and references and other information about the proposed assignee (the **“Assignee”**) reasonably necessary for City to make a fully informed decision about Licensee’s request, which notice shall include payment of a deposit in the amount of **Two Thousand Dollars (\$2000.00)** the Assignment Review Deposit. If Licensee does not deliver all information that City reasonably requires simultaneously with the Notice of Proposed Assignment, plus the Assignment Review Deposit, the date of Licensee’s delivery of notice will be deemed to have occurred only when it has delivered any additional reasonable non-confidential and non-proprietary information City requests, plus the Assignment Review Deposit. The Assignment Review Deposit shall be applied and subject to replenishment or reimbursement in the same manner as the Review Deposit in Section 4.4 above.

16.3 City’s Response.

16.3.1 Timing. City will grant or deny any request for consent to an Assignment within thirty (30) days after City’s receipt or deemed receipt, if delayed under **Section 16.2** (Notice of Proposed Assignment), of the Notice of Proposed Assignment (the **“Assignment Response Period”**). If City consents to the proposed Assignment, then Licensee shall advise City in writing when it has completed the Assignment.

16.3.2 Effect of Default. Licensee acknowledges that it would be reasonable for City to refuse to consent to an Assignment during any period during which any monetary or other material event of Default (as defined below) by Licensee is outstanding (or any event has occurred that with notice or the passage of time or both would constitute a default) under this Master License.

16.4 Effect of Assignment. No Assignment by Licensee, consent to Assignment by City or Permitted Assignment under **Section 16.6** (Permitted Assignment), will relieve Licensee of any obligation on its part under this Master License unless and until the Assignee certifies that it possesses a net worth of at least \$10,000,000 and delivers to City an instrument that contains a covenant of assumption of all of the terms, conditions and obligations under this Master License by such Assignee reasonably satisfactory in substance and form to City as required by Section 16.5 below. Any Assignment that is not in compliance with this **Article 16** will be void and shall be grounds for City to declare Licensee to be in material default under this Master License subject to the notice and cure provisions of Section 17.1 (Defined) below. City’s acceptance of any License Fee or other payments from a proposed Assignee will not be deemed to be City’s consent to such Assignment, recognition of any Assignee or waiver of any failure of Licensee or other transferor to comply with this Section 16.

16.5 Assumption by Assignee. Each Assignee, including those approved as a Permitted Assignment under **Section 16.6**, shall assume all obligations of Licensee under this Master License and will be and remain liable jointly and severally with Licensee for obligations performed by Licensee except as expressly provided in this Section 16.5 below. No Assignment will be binding on City, and Licensee will not be released from all

obligations and liabilities under this Master License as of the effective date of any Assignment (including a Permitted Assignment), unless and until Licensee or the Assignee delivers to City (i) evidence reasonably satisfactory to City that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area(s), (ii) a copy of the Assignment agreement or alternatively, a certification in writing that Assignee has a net worth of at least \$10,000,000 (or other document reasonably satisfactory to City in the event of a Permitted Assignment under **Section 16.6** (Permitted Assignment)), and (iii) an instrument that contains a covenant of assumption of all of the terms, conditions, and obligations of Licensee under this Master License as of the effective date of the Assignment by such Assignee reasonably satisfactory in substance and form to City, consistent with the requirements of this Article. Notwithstanding the foregoing, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment, as provided in **Section 16.6** (Permitted Assignment), Licensee shall reimburse City on demand for any reasonable costs that City incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent.

16.6 Permitted Assignment.

16.6.1 Defined. City agrees that Licensee will be permitted to enter into an Assignment of this Master License (a "**Permitted Assignment**"), without City's prior consent, but with notice to City as provided below, to: (i) an Affiliate; (ii) a Subsidiary; (iii) an entity, provided that it has net worth of at least Ten Million Dollars (\$10,000,000), that acquires all or substantially all of Licensee's assets in the market in which the License Areas are located (as the market is defined by the FCC under an order or directive of the FCC); (iv) an entity, provided that it has net worth of at least Ten Million Dollars (\$10,000,000), that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity, provided that it has net worth of at least Ten Million Dollars (\$10,000,000), Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

16.6.2 Conditions. A Permitted Assignment is subject to the following conditions:

16.6.2.1 Assignee uses all License Areas only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install and operate Equipment in each License Area.

16.6.2.2 Licensee provides City with written notice thirty (30) days after the effective date of the Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the capital and fiscal qualifications stated in this Section.

16.6.2.3 Licensee is not then in Default (as defined below) under this Master License.

16.7 Sublicensing/Collocation.

(a) The parties agree and acknowledge that certain Equipment installed by Licensee on Network Poles pursuant to this Master License may either: (i) be owned and/or operated by Licensee's third-party wireless carrier customers and installed and maintained by Licensee pursuant to license agreements between Licensee and such wireless carrier customers, or (ii) used by Licensee to service such wireless carrier customers (in each case, a "**Collocation**"). Such Collocation shall not constitute an Assignment.

(b) Equipment subject to a Collocation arrangement shall be treated as Licensee's Equipment for all purposes under this Master License; provided that: (i) Licensee remains responsible and liable for all obligations under the Master License with respect to such Equipment; (ii) City's sole point of contact regarding such Equipment shall be Licensee; (iii) Licensee shall have the right to remove and relocate the Equipment as otherwise provided in the Master License; (iv) and Licensee shall not grant such wireless carrier customers with rights to access such Equipment.

(c) Notwithstanding the foregoing, in no event shall more than one (1) such third-party wireless carrier customer's Equipment be installed, as described in this Master License, at any given License Area without Licensee obtaining the advance written approval of City (to be granted or denied in City's sole discretion) and which may include, depending on the proposed deployment, paying to City an additional License Fee for each additional wireless carrier customer for which Equipment will be Collocated at a License Area (each additional wireless carrier whose Equipment are installed at a License Area, an "**Additional Collocation**").

17. DEFAULT.

17.1 Defined. A "**Default**" shall be deemed to have occurred under this Master License or any Pole License if a party fails to comply with any of the conditions and obligations imposed hereunder or in a Pole License and the failure continues for more than thirty (30) days after receipt by the defaulting party of written notice specifying such Default, provided that if the non-compliance is of a nature that it cannot be cured within thirty (30) days, a Default shall not have occurred so long as the defaulting party has commenced to cure within thirty (30) days and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, a "**Default**" shall also be deemed to have occurred under this Master License or any Pole License if City fails to provide Licensee access to the License Area in accordance with this Master License within ten (10) business days of City's receipt of written notice of such failure from Licensee.

17.2 Remedies. Upon the Default of one party, then following expiration of the notice and cure opportunity described in **Section 17.1**, the non-defaulting party may by written notice to the other party, terminate (i) the Pole License(s) to which such Default pertains, or (ii) this Master License if such Default pertains to all, or substantially all, the Pole Licenses then-existing under this Master License pursue all remedies

provided for in this Master License and/or any remedies it may have under Law or equity relating to such Default.

17.3 City Right to Cure Licensee Non-Performance. In addition to other remedies available to City, if Licensee fails to perform any obligation under this Master License which is in the nature of repair, maintenance, correction of work or removal and/or replacement, and Licensee fails to commence and thereafter diligently pursue to completion such obligation following reasonable written notice to Licensee, then if City reasonably determines that the particular Default by Licensee creates an imminent threat to the safety of persons or property, City shall have the option to complete such obligation upon prior written notice to Licensee, and Licensee shall within thirty (30) days of receipt of a demand for payment, delivered with copies of invoices or other reasonable evidence of its costs, reimburse City for actual costs incurred in connection therewith.

18. LICENSEE'S INDEMNITY.

18.1 Indemnity. To the maximum extent permitted by Law, Licensee shall indemnify, defend and hold harmless the Indemnified Parties, from and against liability, claims of any nature (including claims regarding ADA accommodation or related to RF emissions of Licensee's Equipment), demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense (each, a "**Claim**"), arising out of or resulting from City's approval of any Pole License, activities undertaken by or on behalf of Licensee pursuant to this Master License and each Pole License, including, without limitation, shared use of the City's conduit as permitted hereunder, as well as the negligence or intentional misconduct of Licensee, except to the extent arising from or caused by the gross negligence or willful misconduct of any Indemnified Party. City shall promptly notify Licensee of any Claim covered by this Section 18.1.

18.2 Waiver of Claims. To the maximum extent permitted by Law, Licensee waives all Claims and rights it may assert against all Indemnified Parties on account of any loss, damage or injury to any property or person arising out of or resulting from activities undertaken by or on behalf of Licensee pursuant to this Master License, except to the extent arising from or caused by the gross negligence or willful misconduct of any Indemnified Party.

19. INSURANCE REQUIREMENTS. Licensee shall, at its sole cost and expense, carry and maintain during the Term of this Master License insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein. Evidence of insurance shall be submitted to City concurrently with execution of this Master License and each Pole License.

20. LIMITATION OF CITY'S LIABILITY.

20.1 General Limitation on City's Liability. City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the Indemnified Parties and

releases City and the Indemnified Parties from, all Claims from any cause (except to the extent caused by the gross negligence or willful misconduct of City and/or any Indemnified Parties), including acts or omissions of persons using the sidewalk, walkway or street adjoining or adjacent to or connected with any License Area; electromagnetic sensitivity or other perceived harm caused by the Equipment; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about any License Area or other City property.

20.2 Consequential Damages. Licensee expressly acknowledges and agrees that the License Fees and other sums payable under this Master License do not take into account any potential liability of City for consequential or incidental damages. City would not be willing to enter into this Master License in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of City or its Indemnified Parties, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations or other waivers contained in this Master License and as a material part of the consideration for this Master License, Licensee and City each fully releases, waives, and discharges forever any and all Claims against the other party, the other party's Agents and all Indemnified Parties for consequential and incidental damages arising out of this Master License and covenants not to sue the other party, the other party's Agents and/or any Indemnified Parties for such damages.

20.3 No Relocation Assistance. This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code § 7260 et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601 et seq.), or similar Law upon any termination of occupancy, except as provided in **Article 15** (Eminent Domain). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against City for any compensation from City except as specifically provided in this Master License upon termination of its occupancy of all or any part of a License Area.

20.4 Non-Liability of City Officials, Employees, and Agents. No elected or appointed council member, commissioner, member, officer, attorney, employee or other Agent of City, will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by City or any Indemnified Parties for any amount which may become due to Licensee, its successors and assigns or for any obligation of City under this Master License.

21. CITY ACCESS TO LICENSE AREA.

21.1 City's Right to Visual Inspection. Except as specifically provided otherwise, City and its designated Agents have the right to visually inspect any part of any License Area at any time without notice for any purpose.

21.2 Emergency Access. If safe and practicable, City will notify Licensee of any emergency that requires City to remove and replace any Network Pole, which may require

City to remove the Equipment from such Network Pole or in a License Area before City removes or replaces a Network Pole in an emergency situation or other exigent circumstances. An “emergency or exigent circumstance” means a circumstance posing an imminent threat of personal injury or property damage. But if in City’s sole judgment such delay would cause significant delay or otherwise compromise public safety or services, City may proceed without prior notice. Licensee will have the right to reinstall the Equipment or equivalent Equipment at Licensee’s expense in the repaired or replaced Network Pole in accordance with **Article 6** (Installation of Equipment). As provided in **Section 8.5** (Emergencies), City’s removal of Licensee’s Equipment in emergency or exigent circumstances may not be deemed to be a forcible or unlawful entry into or interference with Licensee’s rights to a License Area.

21.3 No Liability for Emergency Access. City will not be liable in any manner, and Licensee hereby waives any Claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City’s entry onto a License Area, including the removal of Licensee’s Equipment from any Network Pole or in a License Area in an emergency as described in **Section 21.2** (Emergency Access), except damage resulting directly and solely from the gross negligence or willful misconduct of City or its Agents and not contributed to by the acts, omissions, or negligence of Licensee, its Agents or Invitees.

22. REQUIRED RECORDS.

22.1 Records of Account. Licensee shall maintain during the Term until the Expiration Date or earlier termination of this Master License the following records at a place of business within the Bay Area or in an electronic format:

- (a) identification of all License Areas subject to this Master License;
- (b) amounts and dates of License Fees paid to City.
- (c) Regulatory Approvals issued for the Installation and operation of Equipment on Network Poles and in each License Area.
- (d) Network Mapping. Licensee shall maintain, and make available to the City upon request, paper and/or electronic maps of the location of the Network Poles covered by this Master License, including GIS or other data.

22.2 Inspection and Audits. City, or a consultant acting on its behalf, will have the right to inspect and audit Licensee’s records at Licensee’s place of business during regular business hours on thirty (30) days’ prior written notice to Licensee, specifying the period of time to which the audit pertains. Licensee have the right to have an employee or Agent present during all times of City’s or its representative’s physical inspection/audit of Licensee’s records.

22.3 Public Records Act Requests and Production of Documents. Licensee acknowledges that City is a government agency subject to the California Public Records

Act and City has no authority to modify or waive any requirements of the California Public Records Act.

23. RULES AND REGULATIONS. Licensee shall faithfully comply during the Term with any and all reasonable rules, regulations and instructions that City establishes in writing, as may be amended from time to time, and that City applies in a non-discriminatory manner to Licensee and other similarly situated users of City Poles, with respect to use of any part of any License Area.

24. BOND.

24.1 Drawing on Bond. On or before the date that it submits its first Pole License application to City, Licensee must deliver to City for retention during the Term a Bond to secure Licensee's faithful performance of all terms, covenants and conditions of this Master License and each Pole License ("**Bond**"). The Bond shall be in the face amount as described below:

- a. \$25,000 for up to 10 Pole Licenses
- b. \$50,000 for up to 20 Pole Licenses
- c. And so on in \$25,000 increments for up to each 10 additional Pole Licenses, to be delivered in the initial amount with Licensee's submission of its first Pole License application for each such 10 additional Pole Licenses and augmented as set forth below through the Term.

City may (but shall not be obligated to) draw upon the Bond in whole or in part to remedy any damage to any License Area caused by Licensee, its employees, Agents or Invitees, or any failure of Licensee to perform any other terms, covenants or conditions contained herein (including the payment of License Fees or other sums due under this Master License or any Pole License) after the occurrence of a Default, without waiving any of City's other rights and remedies under this Master License or at law or in equity, Licensee waives any rights it may have under Section 1950.7 of the California Civil Code or any similar Law. Licensee understands and agrees that City may apply some or all of the Bond proceeds to the payment of License Fees, administrative fees, Review Fees, and other amounts payable to City under this Master License following a Licensee event of Default. City is not required to keep the Bond proceeds separate from its general funds, and Licensee is not entitled to interest on the Bond proceeds. The amount of the Bond in no way limits the liabilities of Licensee under any provision of this Master License.

24.2 Further Bonds. Should City use any portion of the Bond proceeds to cure any Default by Licensee under this Master License, Licensee will be required to replenish the Bond within thirty (30) days after receipt of written notice from City. City shall provide an accurate and complete accounting to Licensee each time that City draws upon the Bond.

25. SURRENDER OF EACH LICENSE AREA/HOLDING OVER.

25.1 Surrender. Licensee shall remove its Equipment and surrender the License Area(s) to City in accordance with Section 13.3.3 above. City will be entitled to withhold or offset from the Bond any loss that City incurs due to Licensee's failure to comply with these removal and surrender requirements within the notice and cure period prescribed in Section 17.1 (Defined) above.

25.2 Holding Over.

25.2.1 Without Consent. Any holding over without City's written consent will incur a License Fee equal to one hundred fifty percent (150%) of the License Fee in effect immediately before the Expiration Date ("**Holdover Fee**") and may allow City to declare a default by Licensee pursuant to Section 17.1 of this Master License, and which will entitle City to exercise any or all of its remedies following the expiration of the notice and cure period set forth in Section 17.1 even if City elects to accept one or more payments of Holdover Fees, Review Fees, or other amounts payable to City from Licensee after the Expiration Date.

26. HAZARDOUS MATERIALS.

26.1 Hazardous Materials in License Area. Licensee covenants and agrees that neither Licensee nor any of its employees, Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about any License Area or any other part of City property, or transported to or from any City property in violation of Environmental Laws. Licensee shall immediately notify City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about a License Area or other City property by Licensee or any of its employees, Agents or Invitees. Licensee shall use best efforts to promptly notify City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under or about a License Area or other City property by persons other than Licensee or any of its employees, Agents or Invitees. A failure by Licensee to give notice of any Release of Hazardous Material in, on, under or about a License Area or other City property by any persons other than Licensee or any of its employees, Agents or Invitees would not be grounds for termination of this Master License or any Pole License.

26.2 Licensee's Environmental Indemnity.

(a) If Licensee breaches any of its obligations contained in this Article, or if any act, omission or negligence of Licensee or any of its employees, Agents or Invitees results in (i) any contamination of any License Area or other City property, or (ii) a Release of Hazardous Material from, on, about, indoor beneath any part of a License Area or other City property, or (iii) the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall Indemnify City and the Indemnified Parties and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other City property, the loss or restriction of the use of usable space in the License Area or other City property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts'

fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation of Environmental Laws was caused by the gross negligence or willful misconduct of City or any Indemnified Party.

(b) Licensee's Indemnification obligation in subsection (a) above includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City property by Licensee and to restore each License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any Licensee violation of Environmental Laws.

(c) Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and all Indemnified Parties from any Claim that actually or potentially falls within this Indemnity (and the Indemnity in **Article 18**) provision even if the allegations supporting the Claim are or may be groundless, fraudulent or false, which obligation arises at the time such Claim is tendered to Licensee by City or any Indemnified Party and continues until the Claim is finally resolved.

(d) Without limiting the foregoing, if Licensee causes the Release of any Hazardous Material on, about, in or beneath any License Area or other City property, then in any such event Licensee shall, immediately, at no expense to City or any Indemnified Party, take any and all necessary actions to return each License Area or other City property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the License Area(s) or other City property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of City or any Indemnified Party. Licensee shall afford City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Material.

27. SPECIAL REMEDIES FOR RF INTERFERENCE WITH OPERATIONS.

27.1 Licensee's Obligation Not to Cause RF Interference.

27.1.1 Interference by Licensee. Licensee shall ensure that its use of the Equipment does not interfere or cause radio frequency ("**RF**") interference, with City's communication or computer equipment (including without limitation the communications or computer equipment of third parties, such as the East Bay Regional Communications Authority (interoperability among digital radio equipment for public safety), which support the City's communications), or City's streetlights or other lighting or any pre-existing third parties' equipment on the Network Poles, irrespective of whether the relevant FCC spectrum licenses are held by Licensee or its wireless carrier customers.

27.1.2 Curing RF Interference. The parties agree to reasonably cooperate in good faith to remedy and cure such RF interference with or impairment of City's equipment or any Network Pole lighting or pre-existing third-party equipment as soon as is feasible under the circumstances, but Licensee's operation of the Equipment shall at all times be subordinate to and accommodate the reasonable requirements of City's equipment and any Network Pole lighting or pre-existing third-party equipment. If any change in the nature of the City's use of any Network Pole during the Term results in RF or physical interference with the Licensee's Equipment installed on a Network Pole making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. If the City determines in its reasonable discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the City's reasonable judgment, as its sole remedy therefore Licensee may elect either to: (1) terminate the Pole License as to the affected Network Pole; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the Network Pole.

27.1.3 Public Emergency. City and Licensee acknowledge that in the event of imminent threats to public health or safety (including without limitation RF interference with City's public safety communications), City may be required to take action with or without notice to Licensee, or may request Licensee to take immediate action, which may cause RF interference with Licensee's Equipment or signal transmission and reception, and in the event of such threats, Licensee shall comply with all such requests and City shall have no liability to Licensee for any RF interference or other damage caused to Licensee's Equipment.

(a) Licensee agrees to install a master power "cut-off" switch on the License Area for the purpose of assisting City in such an emergency, and shall deliver written instructions to the Manager of Engineering regarding the use and operation of such switch.

(b) Unless otherwise specifically provided in a notice of termination, City's exercise of the right to shut off any power to the Equipment pursuant to this Section is not intended to constitute a termination of this Master License by either party.

28. GENERAL PROVISIONS.

28.1 Notices. This section applies to all notices, requests, responses to requests, and demands made under this Master License.

28.1.1 Writings Required. All notices will be effective only if given in writing and delivered in accordance with this section.

28.1.2 Manner of Delivery.

(a) Except as provided in **Section 28.1.3** (Special Requirements), notices may be delivered by: (i) personal delivery; (ii) first class, postage

prepaid; (iii) certified mail, postage prepaid, return receipt requested; or (iv) prepaid overnight delivery, return receipt requested.

(b) Notices must be delivered to: (i) Licensee at Licensee's addresses set forth in Section 1.3.2 (Licensee Contact Information) with a concurrent electronic mail copy to Licensee's email address set forth in Section 1.3.2 (Licensee Contact Information); (ii) City at City's address(es) set forth in Section 1.3.1 (City Contact Information); or (iii) any new notice address that either City or Licensee specifies by no less than thirty (30) days' notice given to the other in accordance with this section.

(c) Effective Date of Notices. All notices under this Master License will be effective when properly sent and received, refused or returned undelivered. The date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. The parties will also transmit copies of notices by email to the email addresses listed in the Basic License Information, but failure to do so will not affect the delivery date or validity of any notice properly delivered in accordance with this section.

28.1.3 Special Requirements. Any notice of default, demand to cure or notice of termination must be sent by certified mail or personally delivered.

28.2 No Waiver. No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power, or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by City or any of its Agent of full or partial payment of License Fees or other fees due hereunder during the continuance of any such breach will constitute a waiver of such breach or of City's right to demand strict compliance with such term, covenant, or condition or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance.

28.3 Force Majeure. Except for payment of amounts due, neither party shall have any liability for its delays or its failure of performance due to fire, explosion, pest damage, power failures, strikes or labor disputes, acts of nature, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, epidemics, pandemics, or other causes reasonably beyond its control (individually or collectively, "**Force Majeure**").

28.4 Amendments. No part of this Master License may be changed, altered or modified, except by a written instrument signed by both parties.

28.5 Authorization to Director of Public Works. Where this Master License requires or permits City to act and no officer of City is specified, the Director of Public Works or their designated representative has the authority to act on behalf of City.

28.6 Interpretation of Master License. The following rules of interpretation apply to this Master License.

28.6.1 General. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms, (e.g., the definition of “indemnify” applies to “indemnity,” “indemnification,” etc.).

28.6.2 Multi-party Licensee. If there is more than one Licensee, the obligations and liabilities under this Master License imposed on Licensee will be joint and several among them.

28.6.3 Captions. The captions preceding the articles and sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

28.6.4 Time for Performance. Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. “**Business Day**” means a day other than a Saturday, Sunday, or a bank or City holiday. If the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day.

28.6.5 City Actions. All approvals, consents, or other determinations permitted or required by City under this Master License will be made in writing and by or through the City Administrator or his or her designee, unless otherwise provided in this Master License or by City Charter or any City ordinance.

28.6.6 Words of inclusion. The use of the term “including,” “such as,” or words of similar import when following any general or specific term, statement, or matter may not be construed to limit the term, statement, or matter to the stated terms, statements, or matters, whether or not language of non-limitation, such as “including, but not limited to” and “including without limitation” are used. Rather, the stated term, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter.

28.6.7 Laws. References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date specified in the Basic License Information and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time while any obligations under this Master License or are outstanding, whether or not foreseen or contemplated by the parties.

28.7 Successors and Permitted Assigns. The terms, covenants, and conditions contained in this Master License bind and inure to the benefit of City and Licensee and, except as otherwise provided herein, their successors and permitted assigns.

28.8 Brokers. Neither party has had any contact or dealings regarding the license of a License Area, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the license contemplated herein ("**Broker**"), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. In the event that any Broker perfects a Claim for a commission or finder's fee based upon any such contact, dealings, or communication, Licensee shall indemnify City from all Claims brought by the Broker. This section will survive expiration or earlier termination of this Master License.

28.9 Prevailing Wages. The work to be performed by or services to be provided by Licensee under this Master License or a Pole License may be subject to prevailing wage rate payment as set forth in California Labor Code section 1771 ("**Section 1771**"). Accordingly, to the extent that such services are subject to the prevailing wage rate payment requirements set forth in Section 1771, Licensee shall comply with all applicable California Labor Code requirements pertaining to "public works" or "maintenance," including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, "**Prevailing Wage Policies**").

Licensee shall defend, indemnify and hold City and the Indemnified Parties harmless from and against any and all present and future Claims arising directly from or in direct connection with Licensee's failure to comply with any Prevailing Wage Policies that apply to the work relating to Licensee's actions under this Master License or any Pole License, including all Claims made by contractors, subcontractors or other third party claimants with whom Licensee has contracted to perform work relating to Licensee's Equipment within the scope of this indemnity pursuant to Labor Code sections 1726 and 1781, as amended and added by Senate Bill 966, or other applicable Laws.

28.10 Governing Law and Venue. This Master License must be construed and enforced in accordance with the laws of the State of California and City Charter, without regard to the principles of conflicts of Law. This Master License is made, entered and will be performed in Berkeley. Any action concerning this Master License must be brought and heard in Berkeley.

28.11 Business Tax Certificate. Prior to the Effective Date, Licensee shall obtain and provide proof of a current and valid business tax certificate in the name of Licensee from the City of Berkeley. This certificate must remain current and valid during the Term of this Master License, and Licensee shall provide evidence of its compliance with this requirement upon request of City.

28.12 Covenant Not to Discriminate. In connection with this Master License and all Pole Licenses issued hereunder, Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national

origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Licensee, in any of Licensee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee.

28.13 Americans with Disabilities Act Compliance. In connection with this Master License and all Pole Licenses issued hereunder, Licensee shall make its goods, services, and facilities accessible to people with disabilities and shall submit an affidavit verifying compliance with City of Berkeley Americans with Disabilities Act obligations.

28.14 Entire Agreement. This Master License, including all exhibits and schedules, contains the entire agreement between the parties, and all prior written or oral agreements regarding the same subject matter are merged into this document. The parties further intend that this Master License, and all exhibits and schedules will constitute one agreement that contains the complete and exclusive statement of its terms and that no extrinsic evidence (including prior drafts and revisions) may be introduced in any judicial, administrative, or other legal proceeding involving this Master License. Licensee hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to City Poles or this Master License, except as expressly set forth herein, and no rights, easements or additional licenses are or will be acquired by Licensee by implication or otherwise unless expressly set forth herein.

28.15 Time of Essence. Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

28.16 Survival. Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that expressly survives termination.

28.17 Recording. Licensee agrees not to record this Master License, or any memorandum or short form of any of them in the Official Records of the County of Alameda.

28.18 Counterparts. This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

28.19 Cooperative Drafting. This Master License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters it addresses and was drafted through a cooperative effort of both parties, each of which has had an opportunity to have this Master License reviewed and revised by legal counsel. No party will be considered the drafter of this Master License, and no presumption or rule (including that in California Civil Code section 1654) that an ambiguity will be construed against the

party drafting the clause will apply to the interpretation or enforcement of this Master License.

28.20 Authority to Approve License. Each person signing this Master License on behalf of Licensee warrants and represents that: (i) he or she has the full right, power, and capacity to act on behalf of Licensee and has the authority to bind Licensee to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (ii) Licensee is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) Licensee has full right and authority to enter into this Master License. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the representations and warranties above.

28.21 No Precedent. The facts and circumstances pertaining to this Master License are unique to the transactions contemplated herein. Accordingly, City and Licensee are entering into this Master License without intending to create precedent either expressly or by implication, for future leasing or licensing transactions by or between them, or any of their respective Affiliates or departments or any other governmental agency.

28.22 Included Exhibits and Schedules. The following exhibits and schedules are attached to and are incorporated by reference into this Master License.

- EXHIBIT A Form of Pole License
- EXHIBIT B Schedule of License Fees Payable by Calendar Year
- EXHIBIT C Insurance Requirements (Schedule Q)
- EXHIBIT D Minimum Requirements of Plans and Equipment
- EXHIBIT E Form of Pre-Application Pole Reservation Request

[Signatures appear on following page.]

City and Licensee have executed this Master License as of the Effective Date.

CITY:

LICENSEE:

CITY OF BERKELEY,
a municipal corporation

[CARRIER]

By:
Its:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank.]

EXHIBIT A

FORM OF POLE LICENSE

This Pole License ("**Pole License**"), is made this _____ day of _____, 20___, between the City of Berkeley, a municipal corporation ("**City**"), and [Carrier] ("**Licensee**"), with offices located at [Address].

1. Pole License. This is a Pole License, as referenced in that certain Master License between City and Licensee dated _____, 202_ ("**Master License**"). As described in the Master License, this Pole License, following compliance by Licensee with all terms and conditions contained in the Master License, shall be deemed to create a Pole License with respect to the particular License Area described herein. All of the terms and conditions of the Master License are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the Master License. In the event that any provision of this Pole License conflicts with any provision of the Master License, then the terms of this Pole License will control. Capitalized terms used in this Pole License shall have the same meaning described for them in the Master License, unless otherwise indicated herein.

2. License Area. The License Area covered by this Pole License is described in Attachment 1, attached hereto and incorporated herein by this reference.

3. Equipment. The Equipment to be installed at the License Area is described in Attachment 2, attached hereto and incorporated herein by this reference.

4. Regulatory Approvals. The Regulatory Approvals for the Equipment are attached as Attachment 3, attached hereto and incorporated herein by this reference.

5. Term. The term of this License shall be as set forth in **Section 3** of the Master License. The Commencement Date for the Pole License under this Pole License shall be _____ [*insert date on or after date that all City Regulatory Approvals required for Licensee to install and operate its Equipment on the License Area have been granted*].

6. Recurring Fees. The License Fee for this License Area shall be as described **Section 4** of the Master License.

7. Processing Fee and Review Deposit.

Processing Fee required by **Section 4.3** has/has not been paid in full. If Processing Fee has not been paid in full, Licensee shall submit the amount due and payable together with the counter-signed Pole License.

Review Deposit required by **Section 4.4** has a surplus in the amount of \$_____ that will be reimbursed by City within ten (10) business days / has a shortfall in the amount of \$_____ that Licensee must pay. If there is a shortfall, Licensee shall submit the amount due and payable together with the

counter-signed Pole License.

8. Bond. The Bond required by **Section 24.1** of the Master License has been delivered to City. [*alternative: specify amount of bond required to be delivered*]

9. Construction Period. Licensee must notify City in writing when all initial installation work authorized under this Pole License is completed and the Equipment is operating. If no notice is received within eighteen (18) months of the Commencement Date, the Pole License will terminate automatically unless Licensee requests and obtains prior to such termination date, City's written approval to extend the construction period, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Effectiveness. LICENSEE SHALL COUNTERSIGN THE POLE LICENSE AND RETURN THE COUNTER-SIGNED POLE LICENSE TO CITY WITHIN 60 DAYS AFTER LICENSEE HAS RECEIVED THE POLE LICENSE EXECUTED BY CITY. IF NO COUNTERSIGNED POLE LICENSE IS RECEIVED BY CITY WITHIN THE 60 DAYS, THE POLE LICENSE SHALL BE VOID AND OF NO LEGAL EFFECT. IF LICENSEE STILL WANTS TO USE THE CITY POLE, LICENSEE WILL BE REQUIRED TO SUBMIT A NEW APPLICATION AND ASSOCIATED FEES.

11. Miscellaneous. [*add any other conditions*]

[Signatures on following page]

IN WITNESS WHEREOF, the parties have signed this Pole License as of the date provided in the introductory clause.

CITY:

CITY OF BERKELEY,
a municipal corporation

LICENSEE:

[CARRIER]

By:
Its:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: _____

Title: _____

Exhibits:

- Attachment 1 - License Area
- Attachment 2 - Equipment
- Attachment 3 - Regulatory Approvals

**Pole License
Attachment 1**

License Area

[to be attached]

Pole License
Attachment 2

Equipment

[to be attached]

Pole License
Attachment 3

Regulatory Approvals

[to be attached]

EXHIBIT B**Schedule of Annual License Fees Payable by Calendar Year**

POLE LICENSES (FCC Order Effective)	
YEAR	LICENSE FEE (Annual) (3% Annual Escalation)
2023	\$295.04
2024	\$303.89
2025	\$313.00
2026	\$322.39
2027	\$332.07
2028	\$342.03
2029	\$352.29
2030	\$362.86
2031	\$373.74
2032	\$384.96
2033	\$396.50
2034	\$408.40
2035	\$420.65
2036	\$433.27
2037	\$446.27
2038	\$459.66
2039	\$473.45
2040	\$487.65
2041	\$502.28
2042	\$517.35

EXHIBIT C
INSURANCE REQUIREMENTS

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Licensee shall carry, prior to commencement of service, and keep in force for the term of this contract, at Licensee's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and eligible to the City. The insurance shall include:

i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

Limits of liability: Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of \$2,000,000 each occurrence \$4,000,000 and in the aggregate. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability Insurance.** Licensee shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits of \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. Licensee certifies that it is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. Licensee shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Master License and thereafter as required by that code.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

i. Insured Status (Additional Insured): Licensee shall provide additional insured status by including the City of Berkeley, its Councilmembers, directors, officers, agents, employees and volunteers as additional insureds by endorsement as respects to this Master License under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as

broad as ISO Form CG 20 10 and CG 20 37 forms, if later revisions used). If Licensee submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. BROAD FORM ADDITIONAL INSURED ENDORSEMENT MAY BE ACCEPTED WITH APPROPRIATE DOCUMENTATION; and

ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Master License); and

iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity of any required coverage that is not replaced; and

iv. Certificate holder is to be the same person and one of the addresses as indicated in Section 1.3.2 (Licensee Contact Information) of this Master License; and

v. Insurer shall carry insurance from eligible companies with an A.M. Best Rating of A-VII, or better.

c. Replacement of Coverage

In the case of a default of any of the insurance provisions of this Exhibit C beyond all applicable notice and cure periods set forth in this Master License, then the City may, at the City's option, take out and maintain at the expense of Licensee, such insurance in the name of Licensee as is required pursuant to this Master License, and may recover the cost of taking out and maintaining such insurance by drawing from Licensee's Bond in accordance with Section 24 (Bond) of this Master License.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Master License.

e. Proof of Insurance

Licensee will be required to provide a certificate of insurance and endorsements as proof of all insurance required for the work prior to execution of the contract. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute grounds for City to declare Licensee to be in non-compliance of this Master License in accordance with Section 17.1 (Defined) of this Master License. In the event of an incident resulting in a claim of injury to persons or damage to the property of others for which the City is involved, within fifteen (15) days of the City's written request, Licensee shall make

its applicable insurance policies available for review by the City at a San Francisco/Berkeley Bay Area office (or should it cease to exist, at another Licensee office located in the Bay Area); provided however, no copies shall be made and all policies will be returned to the Corporate Risk Management Department. The policy review is limited to no more than three days during a consecutive six-month period and must be conducted during Licensee's normal business hours while the City's representative is accompanied by a Licensee Risk Management professional.

f. Subcontractors

Should the Licensee subcontract out the work required under this Master License, it shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, Licensee may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both the City of Berkeley and Licensee shall be included as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention shall be the responsibility of Licensee or Licensee's parent company.

h. Waiver of Subrogation

Licensee waives rights against the City of Berkeley and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Berkeley maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice but only to the extent that it is required of similar operations of the City and not more frequent than once every five (5) years.

j. Indemnification for Losses

Licensee shall indemnify and hold harmless the Indemnified Parties for any claim or loss covered by the insurance that Licensee is required to maintain under this Exhibit C arising out of or resulting from the actions or inactions of Licensee under this Master License which may exceed the limits of insurance required in Section (a)(i) and (ii) of this Exhibit C above, all except to the extent attributable to the active negligence or willful misconduct of the Indemnified Parties, or any of them.

EXHIBIT D

MINIMUM REQUIREMENTS OF PLANS AND EQUIPMENT

Plans:

The City authorizes the connection to its street light electric facilities in accordance with the rules, regulations, and policies of Pacific Gas and Electric Company (or other electric service utility provider). Licensee may use the City's existing non-traffic signal conduits, subject to the allowable conduit fill percentage under the NESC and if such conduit does not meet the fill requirement, Licensee may at its discretion install a dedicated conduit for Licensee's use. Licensee is not permitted to install or arrange for installment of external conduits on any City Poles.

Licensee may share City's power conductor from PG&E (or other electric service utility provider) point of feed to the City Pole. Licensee will then splice and fuse at the City Pole electrical box and run wires to the Licensee's meter located on the City Pole (metered if not paying flat rate for electrical use). For those License Area locations at which the City Pole does not have an electrical box for running of Licensee's wires to the meter, Licensee shall install an electrical bolted box in proximity to such City Pole for Licensee's wires.

Licensee shall apply for and install an electric meter (if not paying flat rate), which may be a smart meter type of meter, if required by the City and the applicable electric utility, and obtain any necessary building/Engineering permits from the City for the installation and connection.

Licensee shall be responsible for repairing any City conduits that Licensee or its Agents damage during installation of electrical facilities, including pulling of wires into street light conduits. If following Licensee's failure to make such repairs within thirty (30) days of Licensee's receipt of written notice from City, the City's crew makes repairs to remedy damage caused by Licensee or its Agents, the City will charge Licensee the full cost of those repairs by notice with evidence of the City's costs.

The City will inspect Licensee's service installations to ensure compliance with Approved Plans and Specifications. Licensee agrees to make any repairs or modifications to its service installations that are necessary to ensure compliance with the Approved Plans and Specifications; provided, however, Licensee shall not be required to upgrade or repair electrical boxes or conduits unless Licensee agrees to do so in its own discretion and such upgrades and/or repairs are necessary for Licensee's sole, particular use.

Licensee shall provide the City's Department of Public Works with as-built drawings showing all circuits installed by Licensee in existing street light conduits promptly after final permit approval and installation are complete. If the installations are in a City cabinet or a facility to which the City may need access, Licensee shall provide a copy of the as-built drawings to the City and, if space is reasonably available, and shall place a copy within any new or existing cabinet at each Pole Location, if applicable.

Licensee shall provide the City's Department of Public Works with the final coordinates and/or digital GIS shape file for inclusion in the City's GIS inventory.

The first time Licensee, including Licensee's employees, agents, contractors or representatives, open a City pull box at a particular City Pole location, Licensee shall notify City's Department of Public Works. Licensee shall contact the City's Department of Public Works to complete the service connection.

Equipment:

Licensee's plans and specifications submitted with each Pole License application, and any Pole License application approved by the City shall comply with the City of Berkeley Aesthetic Guidelines and the following minimum requirements:

1. Equipment shall not be installed at ground level, except after all reasonable alternative pole locations have been explored and found unavailable. Ground-mounted equipment, if any, shall be installed in compliance with the City of Berkeley Aesthetic Guidelines. Any ground-mounted equipment shall not obstruct or interfere with storm drainage facilities, drainage channels, or change the existing drainage pattern.
2. No battery backup units are allowed, whether pole-mounted or ground-mounted, without City approval.
3. Licensee shall verify each Pole's condition, size and foundation, and provide structural calculations and wind loading calculations and drawings for any pole-mounted equipment.
4. Licensee shall provide voltage drop calculations per each Pole location.
5. Pole-mounted equipment shall be placed at least eight (8) feet above sidewalks or sixteen (16) feet above streets on the street side of the pole, and shall not obstruct line of sight to any intersection, signage, traffic control devices or other directional markings.
6. Any pole-mounted equipment shall conform to the development standards set forth in the City of Berkeley Aesthetic Guidelines. All conduits, conduit attachments, cables, and wires shall be housed in a sheath and other connectors shall be placed within the Pole when feasible, or otherwise concealed from public view.
7. The Equipment shall be constructed out of non-reflective materials, painted and/or textured in compliance with the City of Berkeley Aesthetic Guidelines. Paint shall be shown on the Approved Plans and Specifications.
8. Any fiber optic cable or wiring connecting the antenna to the ground-mounted Equipment shall be sheathed and located inside the Pole and shall be located underground to the Equipment.
9. All other conduit, cable and wiring shall be sheathed and shall be located underground.

10. With respect to sealed pull boxes and welded hand hole covers, it shall be Licensee's responsibility to obtain access to such pull boxes and hand hole covers, and to replace the pull box frames and covers and the hand hole covers if they are damaged or missing. It shall also be the responsibility of Licensee to reseal the pull boxes and to re-weld the hand hole covers.

11. The height of a pole that includes pole-mounted equipment shall not exceed more than six (6) feet above the height of the average City Pole in the area, as determined by the City Engineer.

12. Licensee's Equipment must be high quality, safe, compliant with FCC standards, and fire-resistant.

EXHIBIT E

FORM OF PRE-APPLICATION POLE RESERVATION REQUEST

Pole Reservation Request No. _____

Requesting Carrier: _____

Contact Person Name: _____

Contact Info: _____

1. Identify the location of the proposed City Pole using the nearest address, nearest assessor parcel number, and mapped coordinates (by GIS or other method approved by City).

2. Describe the type of City Pole.

3. Describe the size and type of equipment to be placed on the proposed City Pole.

DATE _____

The undersigned is authorized by Carrier to make this request.

Signature of Applicant/Authorized Agent:



Office of the City Manager

INFORMATION CALENDAR

March 19, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Peter Radu, Assistant to the City Manager

Subject: Audit Status Report Response: Code Enforcement Resources Significantly Constrained and Improvements Needed in Case Management and Oversight

INTRODUCTION

On June 26th, 2018, the City Auditor submitted a Code Enforcement Unit (CEU) audit report¹, with recommendations to improve operational efficiencies and implement a resource analysis process. The purpose of this report is to update City Council on the status of implementing the audit report's recommendations. This is the fifth and final status report regarding this audit.²

CURRENT SITUATION AND ITS EFFECTS

The audit report contains twelve recommendations. During the previous update presented to Council on September 20, 2022, seven of the recommendations were implemented, four were partially implemented, and one not implemented. As of this report, one recommendation that had not been started is now partially implemented, and progress continues on partially implemented recommendations.

Since the last report, staff have made strides in addressing the spirit of these recommendations. Progress includes:

- *Recommendations 1.3 and 1.4:* In January 2024, Neighborhood Services contracted with a consultant to perform a division-wide staffing analysis, the scope of which will be to analyze the division's workload relative to staffing structure and capacity, and compare the staffing in key functions of the division to peer cities in the Bay Area. NSCEU, as a unit within the Neighborhood Services Division, will be included in this analysis. City staff requested an additional 1 FTE Code Enforcement Officer I position of the City Council in the FY23-24 budget process, but this position was not funded. The results and

¹ Audit: Code Enforcement Resources Significantly Constrained and Improvements Needed in Case Management and Oversight: <https://berkeleyca.gov/sites/default/files/2022-01/Code%20Enforcement%20Resources%20Significantly%20Constrained%20Fiscal%20Year%202018.pdf>

² For the most recent status report to Council, please see: <https://berkeleyca.gov/sites/default/files/documents/2022-09-20%20Item%2018%20Audit%20Status%20Report%20Response.pdf>

recommendations of the current staffing analysis will inform budget asks for the FY25-26 City Budget.

- *Recommendation 1.7:* In May, 2023, the City Council approved a contract with Data Ticket, a third-party code enforcement citations processing service that will enable code enforcement officers to outsource some purely administrative aspects of the enforcement process, thereby freeing up staff time to perform other work. Initial accounts for this service will be with the Fire Department and NSCEU. Key implementation hurdles for Data Ticket, including integration with Finance for revenue collections, have been cleared, and NSCEU is in the final stages of account configuration before beginning to use the software in their everyday course of duties.
- *Recommendation 1.8:* Finally, after a long delay, the City has renewed efforts to seek a new CRM software platform and recently reviewed software demos from top bidders to the RFP. NSCEU will utilize this new software, a key first step to acquiring mobile computers.

This is the final audit status update report. Even so, Neighborhood Services is committed to continuing to improve processes and performance moving forward.

BACKGROUND

The Neighborhood Services Code Enforcement Unit (NSCEU)'s goal is to provide a clean and safe environment for all Berkeley residents, workers, and visitors. NSCEU is responsible for the enforcement of administrative violations of the Berkeley Municipal Code and some provisions of California State codes related to building, zoning, and housing. The Unit also coordinates singular city responses to complex and multi-departmental code enforcement cases across the various city departments and divisions that engage in code inspections and enforcement. The City Manager's Office oversees NSCEU, which now consists of three full-time staff: one Code Enforcement Supervisor and two Code Enforcement Officer IIs. As of this writing, there are no vacancies.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

POSSIBLE FUTURE ACTION

The City Manager's Office will continue to work with the Code Enforcement Unit to continue addressing the recommendations.

CONTACT PERSON

Jeff Conner, Neighborhood Services Code Enforcement Supervisor, 510-981-2492.

Attachments:

1: Audit Findings, Recommendations, and Management Response Summary Table

Audit Title: Code Enforcement Resources Significantly Constrained and Improvements Needed in Case Management and Oversight

Finding	Recommendation Number	Recommendation	Issue Date	Closed Date	Department	Last Period: Status	This Period: Status	This Period: Update
Code Enforcement Unit resources are insufficient to meet demand.	1.1	<p>Implement a resource analysis process by which proposed legislation is discussed with City management to evaluate the impact on current City resources and determine the feasibility of making the intended impact. The analysis should take place before the policy is presented to Council for adoption and include considerations of:</p> <ul style="list-style-type: none"> • Staff time and other City resource needs, including the fiscal impact of those resource needs • Opportunity cost, i.e., consideration of other activities that will be deprioritized in order to meet new demands <p>1.1 • Feasibility impact to determine how best to rollout out new legislation</p>	6/26/2018	6/30/2022	Mayor and Council	Implemented		
Code Enforcement Unit resources are insufficient to meet demand.	1.2	<p>Require that the Agenda Committee ensure ordinances have undergone a resource analysis as described in Recommendation 1.1 when necessary and, if not, are returned to the appropriate City Council member for further assessment before being passed into local law.</p> <p>1.2 appropriate City Council member for further assessment before being passed into local law.</p>	6/26/2018	1/29/2019	Mayor and Council	Implemented		
Code Enforcement Unit resources are insufficient to meet demand.	1.3	<p>Conduct a staffing analysis to determine the appropriate staffing level needed for the Code Enforcement Unit to effectively enforce City codes. In conducting the analysis, include an assessment of the workload impact created by the codes for which the CEU is solely responsible as well as those created by the codes for which CEU shares responsibility with other enforcement units.</p> <p>1.3 other enforcement units.</p>	6/26/2018	2/6/2024	City Manager	Partly Implemented	Dropped	In January 2024, Neighborhood Services contracted with a consultant to perform a divisional staffing analysis, to be prepared in time for FY25-26 budget recommendations to the City Council. An analysis of the Code Enforcement Unit, with the recommendations of this Audit in mind, will be included within the scope of this project.
Code Enforcement Unit resources are insufficient to meet demand.	1.4	<p>Use the staffing analysis performed in response to Recommendation 1.3 to:</p> <ul style="list-style-type: none"> • Quantify the full burden cost of additional staff • Determine if sufficient budgetary funding is available for additional staff <p>1.4 • Request additional staffing from Council during the annual appropriations process</p>	6/26/2018	2/5/2024	City Manager	Partly Implemented	Dropped	Even absent the completion of the analysis recommended in Recommendation 1.3, staff recognize the shortcomings of current staffing levels and the effects that this has had on NSCEU response times. City staff requested an additional 1 FTE Code Enforcement Officer I position of the City Council in the FY23-24 budget process, but this position was not funded. Now, as Neighborhood Services undertakes a division-wide staffing analysis, we intend to use the findings and recommendations of that analysis to inform a targeted budget ask in the FY25-26 budget process. We have implemented a metrics goal of addressing complaints received into the Unit within 10 business days of receiving the complaint. At the end 2023, we were, for the first time, able to achieve this goal. It should be noted that this time in the calendar year is a "slower" season for receiving complaints. Additionally, to achieve this, the two Code Enforcement Officers increased their personal case queues for 25-30 open cases to 50 open cases. We believe an additional Code Officer would help our Unit to achieve this goal annually instead of during a slow part of the year, and we will await the results of the divisional staffing analysis to confirm this recommendation.
Code Enforcement Unit resources are insufficient to meet demand.	1.5	<p>If budgetary constraints prevent additional staffing or if Council does not approve the budget needed to fund additional staffing, report to Council the restrictions placed on the Code Enforcement Unit's ability to effectively enforce City codes. Include information explaining the hindrance this will cause for any new ordinances the City Council may want to pass in the future. Provide this information regularly, for example, annually as part of the budget process, to keep Council informed of the CEU's capacity restrictions. See also Recommendation 1.7.</p> <p>1.5 Recommendation 1.7.</p>	6/26/2018	8/25/2022	City Manager	Implemented		
Code Enforcement Unit resources are insufficient to meet demand.	1.6	<p>Assess Berkeley municipal codes to identify the codes for which the CEU is solely responsible and those for which the CEU has a shared role with other work units. Use the results of the assessment to:</p> <ul style="list-style-type: none"> • Create process workflows showing shared work unit responsibilities <p>1.6 • Create written guidance describing work unit responsibilities</p>	6/26/2018	1/1/2018	City Manager	Implemented		

Code Enforcement Unit resources are insufficient to meet demand.	<p>Implement code enforcement software that:</p> <ul style="list-style-type: none"> Identifies case assignment to CEU officers and other work units Prioritizes cases, in particular high-risk cases posing health and safety risks Captures pertinent case dates, e.g., opened, notice of violation, citation issuance, and closed Tracks enforcement actions taken within the CEU and other work units Quantifies citations issued and collected Allows for readily identifying repeat offenders Includes performance measurement tools, e.g., turnaround times within defined specifications (see Recommendation 2.2) Allows for uploading information from mobile technologies (see Recommendation 1.8) Includes reporting tool to showcase workload trends and capacity restrictions (i.e., 1.7 backlogs) 	6/26/2018	2/5/2024	City Manager	Partly Implemented	Dropped	The Planning Department is actively soliciting vendors for new CRM software, and NSCEU is participating in demo evaluations beginning the week of 1/29/2024 and will be involved with the initial implementation of the CRM in April 2024. Once implemented and in place, we anticipate that this new software will allow NSCEU to complete this recommendation.
Code Enforcement Unit resources are insufficient to meet demand.	<p>Implement mobile computers and printers to allow Code Enforcement Officers to complete more work in the field, thus improving their time spent in the community and reducing time in the office. Mobile computers should have the capacity to interface with the code enforcement case management software implemented in response to Recommendation 1.7.</p>	6/26/2018	2/5/2024	City Manager	Partly Implemented	Dropped	NSCEU currently uses LAGAN for code enforcement case management. LAGAN was never intended to be used for CE case management. However, since it is the only software available, NSCEU is using it as the “official” record of all cases assigned to NSCEU. The delayed implementation of a field-accessible code enforcement software in Recommendation 1.7 has subsequently delayed the purchase of new field equipment, but now that the procurement of new CRM software is underway, we will revisit this recommendation once a vendor is selected.
Process modifications and increased oversight needed to ensure equity, efficiency, and effectiveness	<p>Develop and issue written procedures for code enforcement operations that:</p> <ul style="list-style-type: none"> Reflect current practices and management expectations. Describe the tiered prioritization system giving attention to cases based on risk levels of high, moderate, and standard. Require adherence to a uniform technology policy, which includes: <ul style="list-style-type: none"> Assigning unique numbers to cases. Recording all pertinent case data timely, e.g., within two business days of receipt. Using a single, centralized system to record, manage, and monitor case information. Using case file management standards so that pertinent data are captured uniformly. Inform staff that preferential treatment should not be given to complaints made or referred by City Council members, Council staff, and City management. Those complaints should be prioritized based on established objectives and channeled through the appropriate supervisor. Describe processes for issuing citations in a consistent and equitable manner. Include beat assignments once feasible to do so, i.e., after the CEU addresses the backlog 2.1 and receives adequate software tools. 	6/26/2018	6/26/2019	City Manager	Implemented		
Process modifications and increased oversight needed to ensure equity, efficiency, and effectiveness	<p>Implement performance metrics and goals to:</p> <ul style="list-style-type: none"> Assess the effectiveness of code enforcement operations and goal achievement Identify constraints preventing goal attainability. Submit regular reports, e.g., biannually, to City management on performance. <p>Include a metric to provide at least some proactive code enforcement activities. Develop this metric after implementing the process and system improvement recommendations 2.2 made in this report.</p>	6/26/2018	2/5/2024	City Manager	Partly Implemented	Dropped	As explained in our response to Recommendation 1.4, we have implemented a metrics goal of addressing complaints received into the Unit within 10 business days of receiving the complaint. At the end 2023, we were, for the first time, able to achieve this goal. It should be noted that this time in the calendar year is a “slower” season for receiving complaints. Additionally, to achieve this, the two Code Enforcement Officers increased their personal case queues for 25-30 open cases to 50 open cases. As explained in our response to Recommendation 1.3, Neighborhood Services is actively performing a divisional staffing analysis with a qualified consultant to identify constraints in continuing to sustainably achieve this performance goal, as well as identify any staffing recommendations that will enhance internal capacity for development and regular reporting on these and other metrics.

<p>Process modifications and increased oversight needed to ensure equity, efficiency, and effectiveness</p>	<p>Assess the feasibility of using complaint thresholds and self certifying techniques for standard priority violations. For example, wait to receive at least two complaints about a standard level violation before performing an investigation, and allow a code violator to self-report on a standard level violation to remove the need for reinspection. If feasible, implement the techniques to give code enforcement officers more time on field inspections of high risk cases.</p>	<p>6/26/2018</p>	<p>6/26/2018</p>	<p>City Manager</p>	<p>Implemented</p>
<p>Process modifications and increased oversight needed to ensure equity, efficiency, and effectiveness</p>	<p>Develop procedures for monitoring staffs' work and addressing weaknesses that may prevent goal achievement, such as conflicts of interest. For example:</p> <ul style="list-style-type: none"> • Review Form 700s to identify property owned by CEU personnel before assigning cases to officers. • Randomly select case records to look for: <ul style="list-style-type: none"> o Indicators that case action did not progress as required or expected suggesting favoritism or kickbacks. o Properties with closed cases that continue to receive complaints for the same issue. This could indicate a repeat offender as well as a failure to take appropriate actions against a code violator. <p>The Assistant to the City Manager for Neighborhood Services should perform this oversight of the Code Enforcement Unit Supervisor, and the Code Enforcement Supervisor should perform this oversight of Code Enforcement Officers and the Assistant Planner.</p>	<p>6/26/2018</p>	<p>6/26/2018</p>	<p>City Manager</p>	<p>Implemented</p>



Office of the City Manager

INFORMATION CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Jordan Klein, Director, Planning and Development Department
 Subject: LPO NOD: 2144 Shattuck Avenue/#LMSAP2023-0007

INTRODUCTION

The attached Landmarks Preservation Commission Notice of Decision (NOD) is presented to the Mayor and City Council pursuant to Berkeley Municipal Code/Landmarks Preservation Ordinance (BMC/LPO) Section 3.24.240.A, which requires that “a copy of the Notice of Decision shall be filed with the City Clerk and the City Clerk shall present said copy to the City Council at its next regular meeting.”

CURRENT SITUATION AND ITS EFFECTS

The Landmark Preservation Commission (LPC/Commission) has approved a Structural Alteration Permit (SAP) for the subject City Landmark property. This action is subject to a 15-day appeal period, which began on March 5, 2024

BACKGROUND

BMC/LPO Section 3.24.300 allows City Council to review any action of the Landmarks Preservation Commission in granting or denying a Structural Alteration Permit. For Council to review the decision on its merits, Council must appeal the Notice of Decision. To do so, a Council member must move this Information Item to Action and then move to set the matter for hearing on its own. Such action must be taken within 15 days of the mailing of the Notice of Decision, or by March 19, 2024. Such certification to Council shall stay all proceedings in the same manner as the filing of an appeal.

If the Council chooses to appeal the action of the Commission, then a public hearing will be set. The Council must then rule on the designation within 30 days of closing the hearing, otherwise the decision of the Commission is automatically deemed affirmed.

Unless the Council wishes to review the determination of the Commission and make its own decision, the attached NOD is deemed received and filed.

ENVIRONMENTAL SUSTAINABILITY & CLIMATE IMPACTS

Landmark designation provides opportunities for the adaptive re-use and rehabilitation of historic resources within the City. The rehabilitation of these resources, rather than their removal, achieves construction and demolition waste diversion, and promotes investment in existing urban centers.

POSSIBLE FUTURE ACTION

The Council may choose to appeal the decision, in which case it would conduct a public hearing at a future date.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

There are no known fiscal impacts associated with this action.

CONTACT PERSON

Fatema Crane, Principal Planner, Planning and Development, 510-981-7410

Attachments:

1: Notice of Decision – #LMSAP 2023-0007 at 2144 Shattuck Avenue



L A N D M A R K S
 P R E S E R V A T I O N
 C O M M I S S I O N

N o t i c e o f D e c i s i o n

DATE OF BOARD DECISION: December 7, 2023

DATE NOTICE MAILED: March 4, 2024

APPEAL PERIOD EXPIRATION: March 19, 2024

EFFECTIVE DATE OF PERMIT (Barring Appeal or Certification): March 20, 2024¹

2144 Shattuck Avenue – American Trust Building/Wells Fargo Building

Structural Alteration Permit (#LMSAP2023-0007) to install security gates at a City Landmark property.

The Landmarks Preservation Commission of the City of Berkeley, after conducting a public hearing, **APPROVED** the Structural Alteration Permit request.

- **Property Owner:** Bollibokka Shattuck LLC, Pacific West Asset Management, P. O. Box 19068, Irvine, CA
- **Project Applicant & Architect:** Sean Kennedy, Architect, Studio Skagg, Kennedy, Berkeley, CA

ZONING DISTRICT: Downtown Mixed Use/Commercial (CD-MU)

ENVIRONMENTAL REVIEW STATUS: The project is categorically exempt from further environmental review in accordance with CEQA Guidelines Section 15331 for *Historical Resource Restoration/Rehabilitation*.

¹ Pursuant to BMC Chapter 3.24, the City Council may “certify” any decision of the LPC for review, which has the same effect as an appeal. In most cases, the Council must certify the LPC decision during the 14-day appeal period. However, pursuant to BMC Section 1.04.070, if any portion of the appeal period falls within a Council recess, the deadline for Council certification is suspended until the first Council meeting after the recess, plus the number of days of the appeal period that occurred during the recess, minus one day. If there is no appeal or certification, the Use Permit becomes effective the day after the certification deadline has passed.

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMSAP2023-0007
2144 Shattuck Avenue
Mailed: March 4, 2024
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The application materials for this project is available online at:

<https://berkeleyca.gov/construction-development/land-use-development/zoning-projects> or
<https://permits.cityofberkeley.info/CitizenAccess/Default.aspx>

FINDINGS AND CONDITIONS OF APPROVAL AND APPROVED PLANS ARE ATTACHED TO THIS NOTICE

COMMISSION VOTE: 7-0-0-1 (note: one vacancy)

YES: CRANDALL, ENCHILL, FINACOM, LEUSCHNER, LINVILL, MONTGOMERY, TWU

NO: NONE

ABSTAIN: NONE

ABSENT: SCHWARTZ

TO APPEAL THIS DECISION (see Section 3.24.300 of the Berkeley Municipal Code):

To appeal a decision of the Landmarks Preservation Commission to the City Council you must:

1. Submit a letter clearly and concisely setting forth the grounds for the appeal to the City Clerk, located at 2180 Milvia Street, 1st Floor, Berkeley. The City Clerk's telephone number is (510) 981-6900.
 - a. Pursuant to BMC Section 3.24.300.A, an appeal may be taken to the City Council by the application of the owners of the property or their authorized agents, or by the application of at least fifty residents of the City aggrieved or affected by any determination of the commission made under the provisions of Chapter 3.24.
2. Submit the required fee (checks and money orders must be payable to 'City of Berkeley'):
 - a. The basic fee for persons other than the applicant is \$1,500. This fee may be reduced to \$500 if the appeal is signed by persons who lease or own at least 50 percent of the parcels or dwelling units within 300 feet of the project site, or at least 25 such persons (not including dependent children), whichever is less. Signatures collected per the filing requirement in BMC Section 3.24.300.A may be counted towards qualifying for the reduced fee, so long as the signers are qualified. The individual filing the appeal must clearly denote which signatures are to be counted towards qualifying for the reduced fee.

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMSAP2023-0007
2144 Shattuck Avenue
Mailed: March 4, 2024
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- b. The fee for appeals of affordable housing projects (defined as projects which provide 50 percent or more affordable units for households earning 80% or less of Area Median Income) is \$500, which may not be reduced.
- c. The fee for all appeals by Applicants is \$5,520.
3. The appeal must be received prior to 5:00 p.m. on the "APPEAL PERIOD EXPIRATION" date shown above (if the close of the appeal period falls on a weekend or holiday, then the appeal period expires the following business day).

If no appeal is received, the Structural Alteration Permit will be final on the first business day following expiration of the appeal period.

NOTICE CONCERNING YOUR LEGAL RIGHTS:

If you object to this decision, the following requirements and restrictions apply:

1. If you challenge this decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Landmarks Preservation Commission at, or prior to, the public hearing.
2. You must appeal to the City Council within fifteen (15) days after the Notice of Decision of the action of the Landmarks Preservation Commission is mailed. It is your obligation to notify the Land Use Planning Division in writing of your desire to receive a Notice of Decision when it is completed.
3. Pursuant to Code of Civil Procedure Section 1094.6(b) and Government Code Section 65009(c)(1), no lawsuit challenging a City Council decision, as defined by Code of Civil Procedure Section 1094.6(e), regarding a use permit, variance or other permit may be filed more than ninety (90) days after the date the decision becomes final, as defined in Code of Civil Procedure Section 1094.6(b). Any lawsuit not filed within that ninety (90) day period will be barred.
4. Pursuant to Government Code Section 66020(d)(1), notice is hereby given to the applicant that the 90-day protest period for any fees, dedications, reservations, or other exactions included in any permit approval begins upon final action by the City, and that any challenge must be filed within this 90-day period.
5. If you believe that this decision or any condition attached to it denies you any reasonable economic use of the subject property, was not sufficiently related to a legitimate public purpose, was not sufficiently proportional to any impact of the project, or for any other reason constitutes a "taking" of property for public use without just compensation under the California or United States Constitutions, your appeal of this decision must include the following information:
 - A. That this belief is a basis of your appeal.
 - B. Why you believe that the decision or condition constitutes a "taking" of property as set forth above.

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
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C. All evidence and argument in support of your belief that the decision or condition constitutes a “taking” as set forth above.

If you do not do so, you will waive any legal right to claim that your property has been taken, both before the City Council and in court.

PUBLIC COMMENT:

Communications to Berkeley boards, commissions or committees are public record and will become part of the City’s electronic records, which are accessible through the City’s website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information.

FURTHER INFORMATION:

Questions about the project should be directed to the project planner, Fatema Crane, at (510) 981-7410 or fcrane@berkeleyca.gov. All project application materials may be viewed at the Permit Service Center (Zoning counter), 1947 Center Street, 3rd Fl., during regular business hours.

ATTACHMENTS:

- 1. Findings and Conditions
- 2. Project Plans and Materials Information



ATTEST: _____
Fatema Crane, Secretary
Landmarks Preservation Commission

cc: City Clerk
Property Owner: Bollibokka Shattuck LLC, Pacific West Asset Management, P. O. Box 19068, Irvine, CA
Project Applicant & Architect: Sean Kennedy, Architect, Studio Skagg, Kennedy, Berkeley, CA

Attachment 1, Part 2

Findings and Conditions

2144 Shattuck Avenue – The American Trust Building/Wells Fargo Bank

Structural Alteration Permit #LMSAP2023-0007 to install security gates at a City Landmark property.

FINDINGS REQUIRED UNDER CEQA

1. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA, Public Resources Code §21000, et seq. and California Code of Regulations, §15000, et seq.) pursuant to Section 15331 of the CEQA Guidelines (“Historic Resource Restoration/Rehabilitation”). Furthermore, none of the exceptions in CEQA Guidelines Section 15300.2 apply, as follows: (a) the site is not located in an environmentally sensitive area, (b) there are no cumulative impacts, (c) there are no significant effects, (d) the project is not located near a scenic highway, and (e) the project site is not located on a hazardous waste site pursuant to Government Code Section 65962.5.

FINDINGS RELATED TO THE SECRETARY OF THE INTERIOR’S STANDARDS

Regarding the Secretary of the Interior’s Standards (SOI) for Rehabilitation, the Landmarks Preservation Commission of the City of Berkeley makes the following findings:

1. The proposed project does not require a change of use. The property will retain its historic commercial use.
2. The project will retain the historic character of the property-and will not require removal of distinctive materials and the alteration of features that characterize the property.
3. The new gates will not resemble or replicate designs from the property’s historic period. These new features are contemporary and, for this reason, cannot result in a false sense of historical development.
4. Changes to the property that may have acquired significance in their own right are not affected by this project.
5. Distinctive materials, features, finishes, and construction techniques, or examples of craftsmanship that characterize this property, such as stone base and neoclassical

decorative building details, will be substantially retained and preserved with this limited-scope project.

6. As conditioned herein, if deteriorated historic features will be affected by this request, then they would be repaired or replaced to match the materials, design, and finishes of the original items.
7. The applicant does not propose chemical or physical treatments. However, standard conditions of Structural Alteration Permit approval would require any chemical or physical treatments to be undertaken using the gentlest means possible.
8. The project does not have the potential to affect any archaeological resources because the applicant proposes no excavation.
9. The proposed new work is designed with complimentary, high-quality materials in simplified, contemporary style employing colors and finishes that harmonize with the historic design elements of the building. Owing to these aspects, new work will be sufficiently differentiated from the historic design.
10. If the proposed improvements were removed in the future, they would not permanently impair the integrity or essential form of the subject building.

FINDINGS REQUIRED UNDER LANDMARKS PRESERVATION ORDINANCE

1. As required by Section 3.24.260 of the Landmarks Preservation Ordinance, the Commission finds that the proposed work is appropriate for and consistent with the purposes of the Ordinance, and will preserve the characteristics and features specified in the designation for this property. Specifically:
 - A. The proposed project will not adversely affect the architectural design of the City LM American Trust/Wells Fargo building. The limited scope of work will not destroy any the building's character-defining features and materials. The gate installations are limited to only certain areas of the building façade and would feature high-quality yet compatible bronze or brass metal work. The features are designed to be distinct from the Neoclassical building yet are limited sufficiently so as to void competing with or drawing attention from the architectural building design.
 - B. The special character of the subject property may lie in its Neoclassical design and 12-story scale. This project would not adversely affect these qualities because they would be retained with the proposed gate installation.

STANDARD CONDITIONS

The following conditions, as well as all other applicable provisions of the Landmarks Preservation Ordinance, apply to this Permit:

1. Conditions Shall be Printed on Plans

The conditions of this Permit shall be printed on the *second* sheet of each plan set submitted for a building permit pursuant to this Permit, under the title 'Structural Alteration Permit Conditions'. *Additional sheets* may also be used if the *second* sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.

2. Plans and Representations Become Conditions

Except as specified herein, the site plan, floor plans, building elevations and/or any additional information or representations, whether oral or written, indicating the proposed structure or manner of operation submitted with an application or during the approval process are deemed conditions of approval.

3. Subject to All Applicable Laws and Regulations

The approved use and/or construction is subject to, and shall comply with, all applicable City Ordinances and laws and regulations of other governmental agencies. Prior to construction, the applicant shall identify and secure all applicable permits from the Zoning Adjustments Board or Zoning Officer, Building and Safety Division, Public Works Department and other affected City divisions and departments.

4. Exercise and Lapse of Permits

- A. A permit for the construction of a building or structure is deemed exercised when a valid City building permit, if required, is issued, and construction has lawfully commenced.
- B. A permit may be declared lapsed and of no further force and effect if it is not exercised within one year of its issuance, except that permits for construction or alteration of structures or buildings may not be declared lapsed if the permittee has: (1) applied for a building permit; or, (2) made substantial good faith efforts to obtain a building permit and begin construction, even if a building permit has not been issued and/or construction has not begun.

5. Indemnification Agreement

The applicant shall hold harmless, defend, and indemnify the City of Berkeley and its officers, agents, and employees against any and all liability, damages, claims, demands, judgments or other losses (including without limitation, attorney's fees, expert witness and consultant fees and other litigation expenses), referendum or initiative relating to, resulting from or caused by, or alleged to have resulted from, or caused by, any action or approval associated with the project. The indemnity includes without limitation, any

legal or administrative challenge, referendum or initiative filed or prosecuted to overturn, set aside, stay or otherwise rescind any or all approvals granted in connection with the Project, any environmental determination made for the project and granting any permit issued in accordance with the project. This indemnity includes, without limitation, payment of all direct and indirect costs associated with any action specified herein. Direct and indirect costs shall include, without limitation, any attorney's fees, expert witness and consultant fees, court costs, and other litigation fees. City shall have the right to select counsel to represent the City at Applicant's expense in the defense of any action specified in this condition of approval. City shall take reasonable steps to promptly notify the Applicant of any claim, demand, or legal actions that may create a claim for indemnification under these conditions of approval.

ADDITIONAL CONDITIONS

The following additional conditions are attached to this Permit:

6. No changes can be made to these approved plans without prior approval.
7. **CITY PERMITS.** This Structural Alteration Permit (SAP) approval is contingent upon approval of the requisite Use Permit and Public Work Permit for the project scope.
8. **PLANS COMPLIANCE.** Construction and building permit plans shall substantially conform to the Structural Alteration Permit (SAP) project plans dated/received November 27, 2023.
9. **REPAIR AND REPLACEMENT OF CHARACTER-DEFINING FEATURES.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old or historic feature in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
10. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
11. **COLORS.** Prior to Landmarks plan checker sign-off of the Building Permit set of drawings, the applicant shall submit color and materials information for review and approval by Landmarks staff, in coordination with the LPC Chair as needed.
12. **DETAILS.** Prior to Landmarks plan checker sign-off of the Building Permit set of drawings, the applicant shall submit gate design and details for review and approval by the Landmarks plan checker.
13. The applicant shall be responsible for identifying and securing all applicable permits from the Building and Safety Division and all other affected City divisions/departments prior to the start of work.

14. The applicant is responsible for complying with all the above conditions. Failure to comply with any condition could result in construction work being stopped, issuance of citations, as well as further review by the Landmarks staff, which may modify or impose additional conditions, or revoke approval.
15. All building permit drawings and subsequent construction shall substantially conform to the approved plans as outlined in Condition #1. Any modifications must be reviewed by the Landmarks plan checker to determine whether the modification requires approval.
16. The applicant shall hold harmless, defend, and indemnify the City of Berkeley and its officers, agents, and employees against any and all liability, damages, claims, demands, judgments or other losses (including without limitation, attorney's fees, expert witness and consultant fees and other litigation expenses), referendum or initiative relating to, resulting from or caused by, or alleged to have resulted from, or caused by, any action or approval associated with the project. The indemnity includes without limitation, any legal or administrative challenge, referendum or initiative filed or prosecuted to overturn, set aside, stay or otherwise rescind any or all approvals granted in connection with the Project, any environmental determination made for the project and granting any permit issued in accordance with the project. This indemnity includes, without limitation, payment of all direct and indirect costs associated with any action specified herein. Direct and indirect costs shall include, without limitation, any attorney's fees, expert witness and consultant fees, court costs, and other litigation fees. City shall have the right to select counsel to represent the City at Applicant's expense in the defense of any action specified in this condition of approval. City shall take reasonable steps to promptly notify the Applicant of any claim, demand, or legal actions that may create a claim for indemnification under these conditions of approval.

ATTACHMENT 1, PART 3

SHATTUCK AVE. SECURITY GATE

**Landmark Preservation Committee Review
2140 SHATTUCK AVENUE
11.27.23**

Project Tabulations

Project Address: 2140 Shattuck Ave
Berkeley CA, 94704

Assessor's Parcel No: 57-202300400

Zoning: C-DMU Core

Existing Occupancy: B

Proposed Occupancy: No Change

Building Area Allowed: Unlimited

Building Area Proposed: No Change

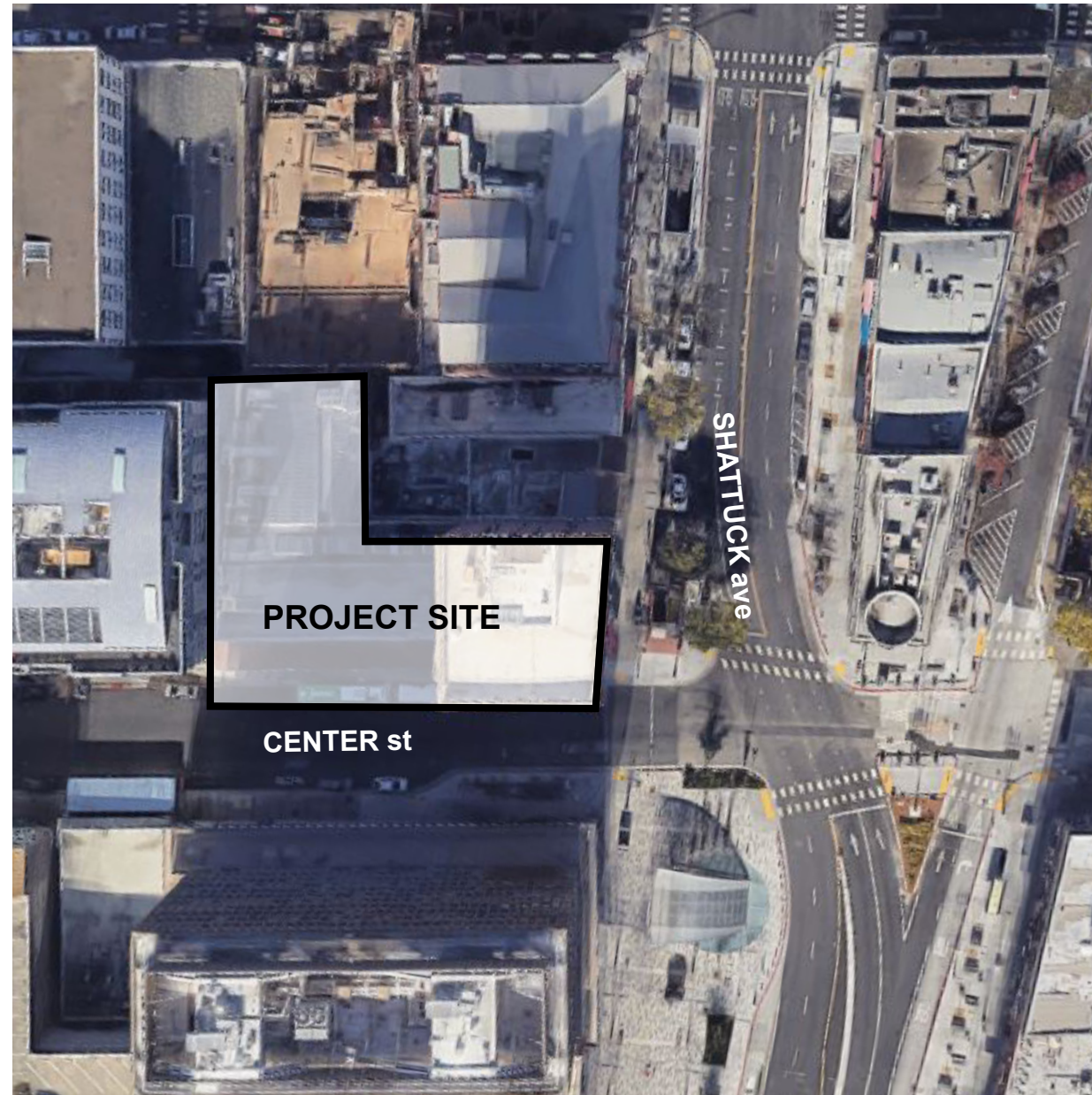
Area of Work: 146sf

Special Designation:

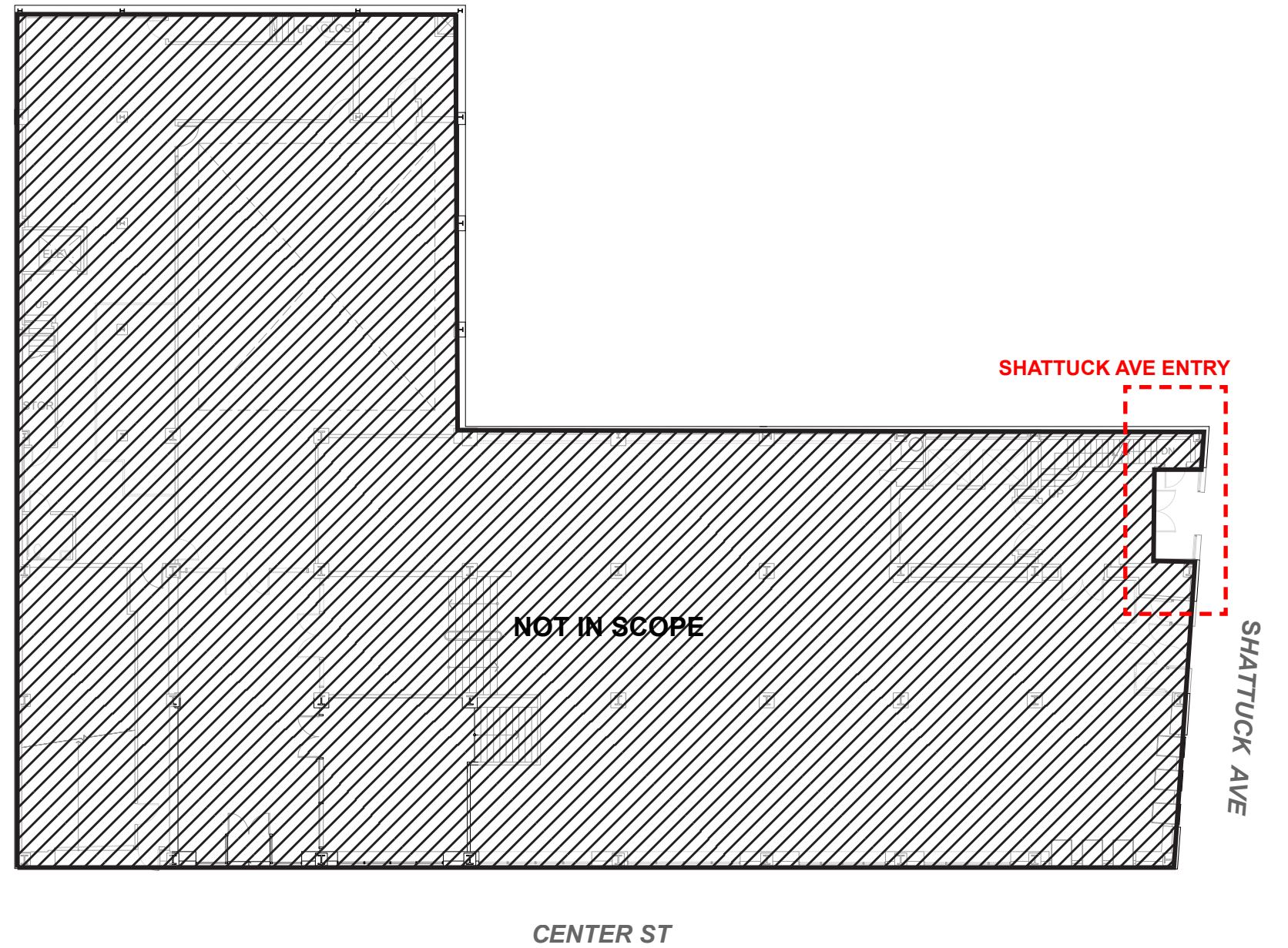
City of Berkeley Designated Landmark; Listed in National Register

Project Description:

This project proposes to add an "after-hours" security gate to protect the vestibule of 2140 Shattuck from vandalism. The proposed gate takes its design language from the existing material palette of the historic banking hall as well as the entry gate design for the recently approved Center Street entry around the corner of the building.



VICINITY MAP



SCOPE DIAGRAM
FLOOR PLAN LEVEL 1





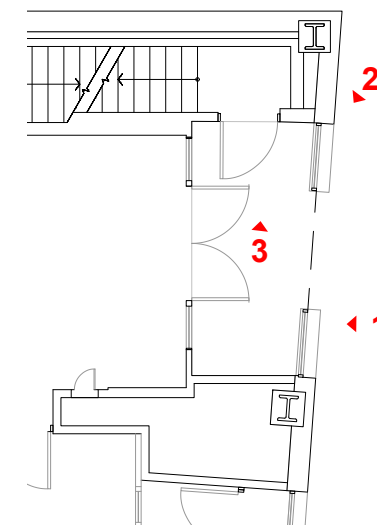
PROJECT



PROJECT 3



2



KEY PLAN



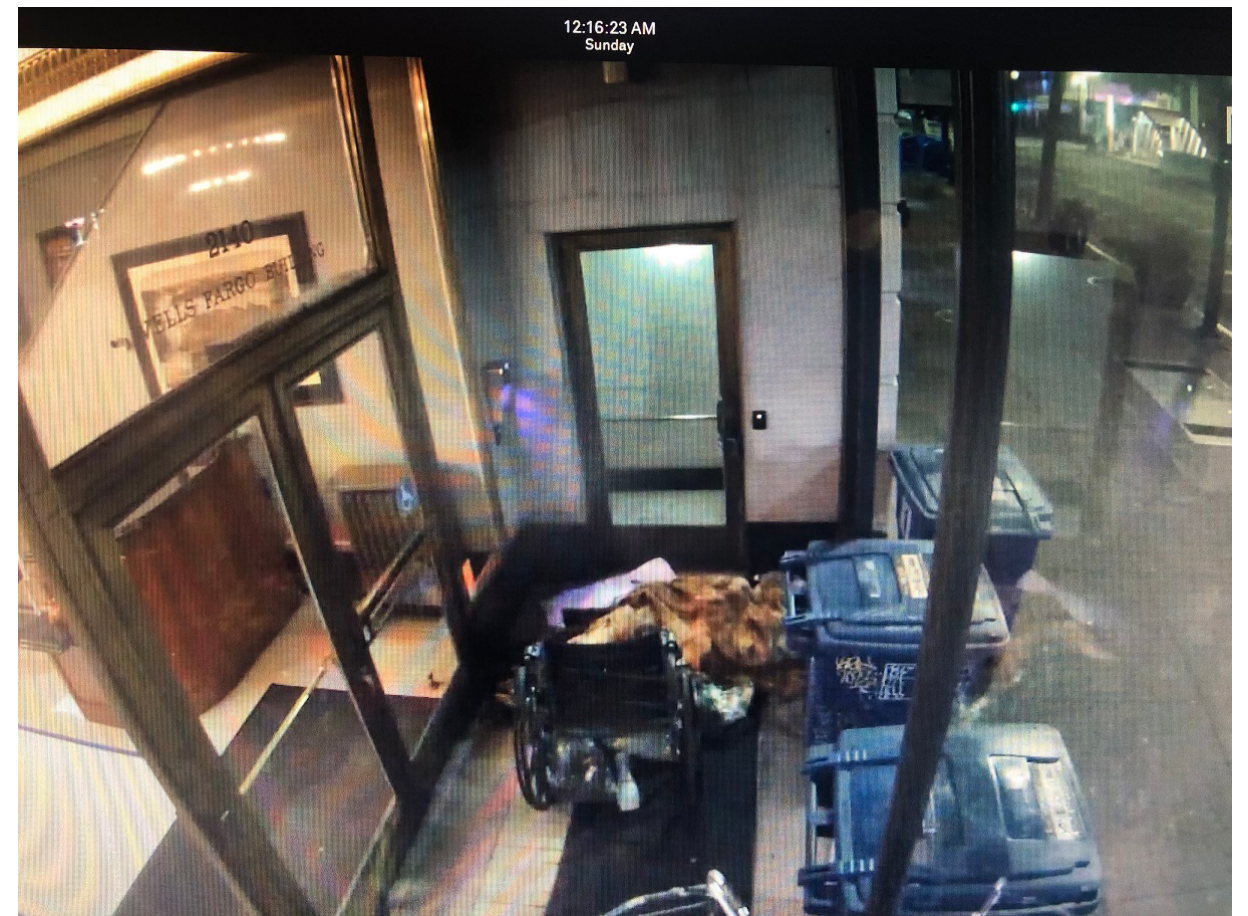
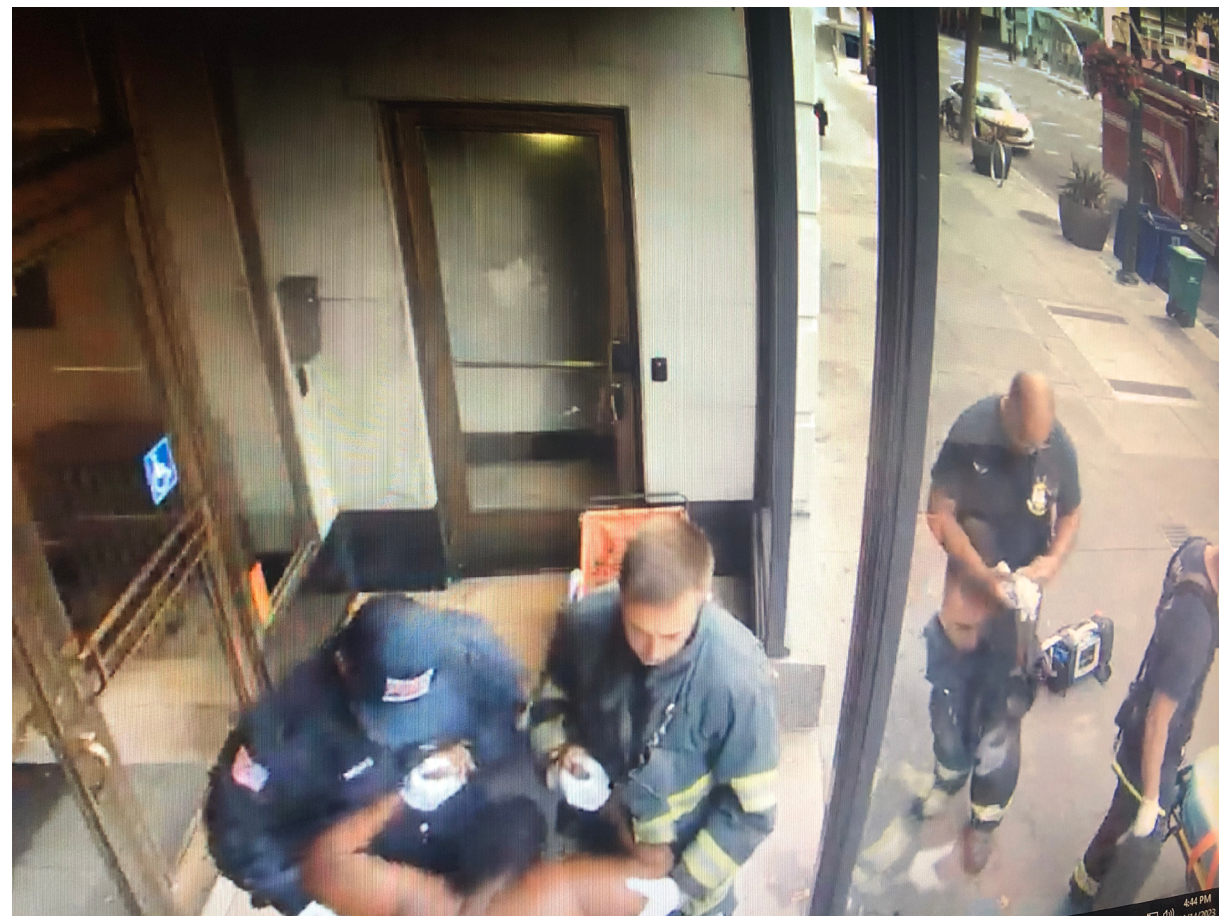
(E) BANING HALL ENTRY TO REMAIN

PROJECT

1

EXISTING PHOTOGRAPHS

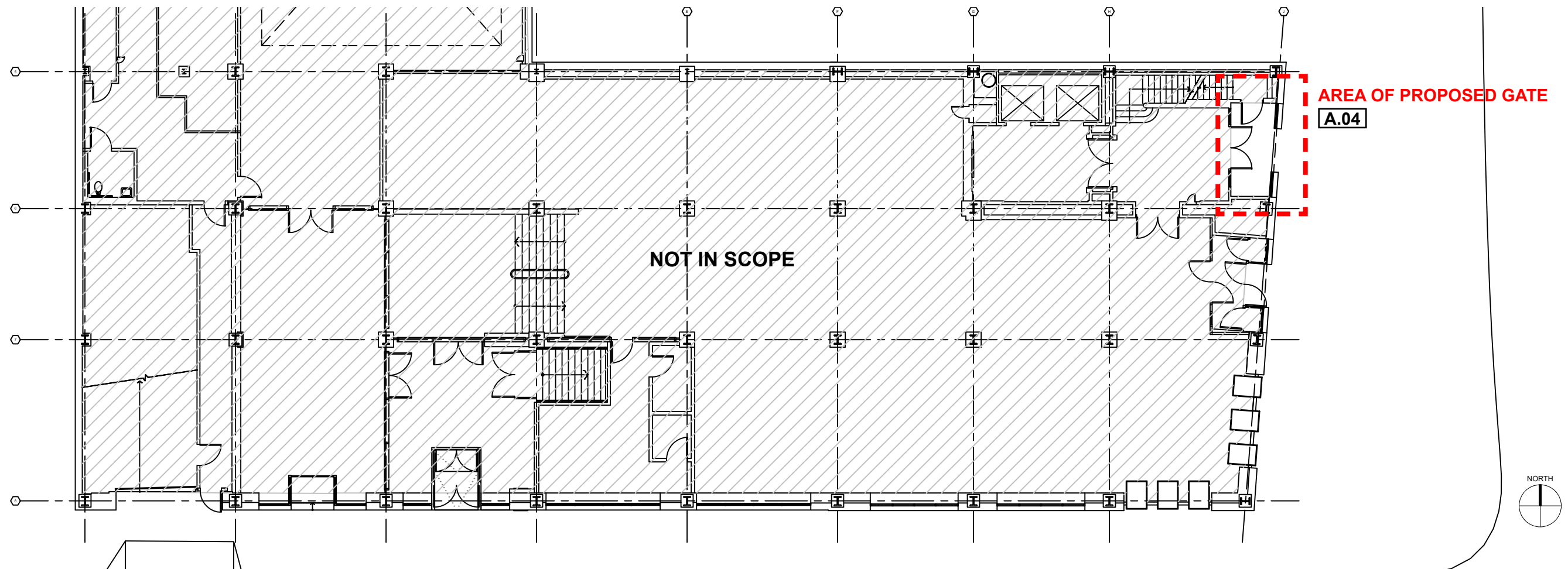
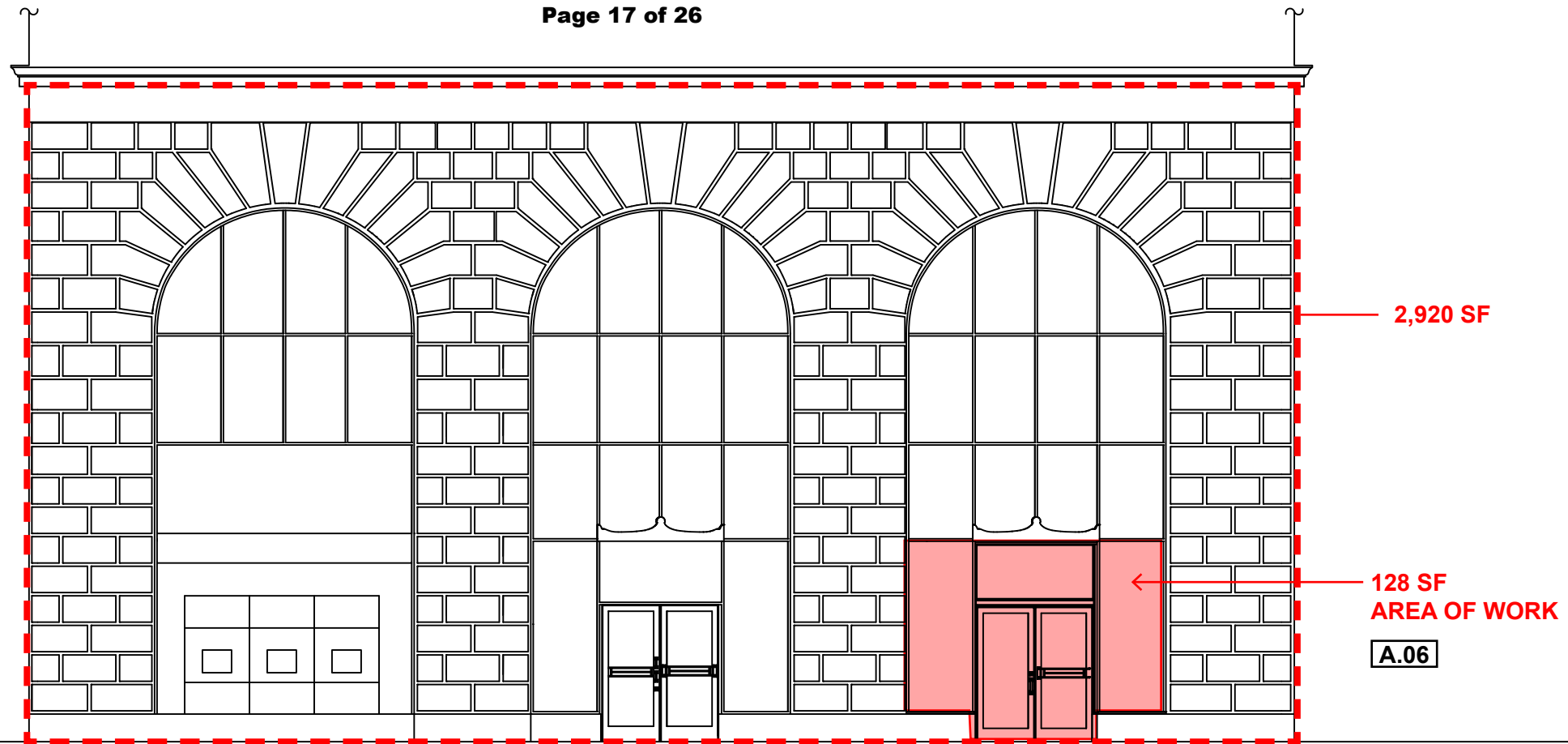
All photos taken by on 9.19.23

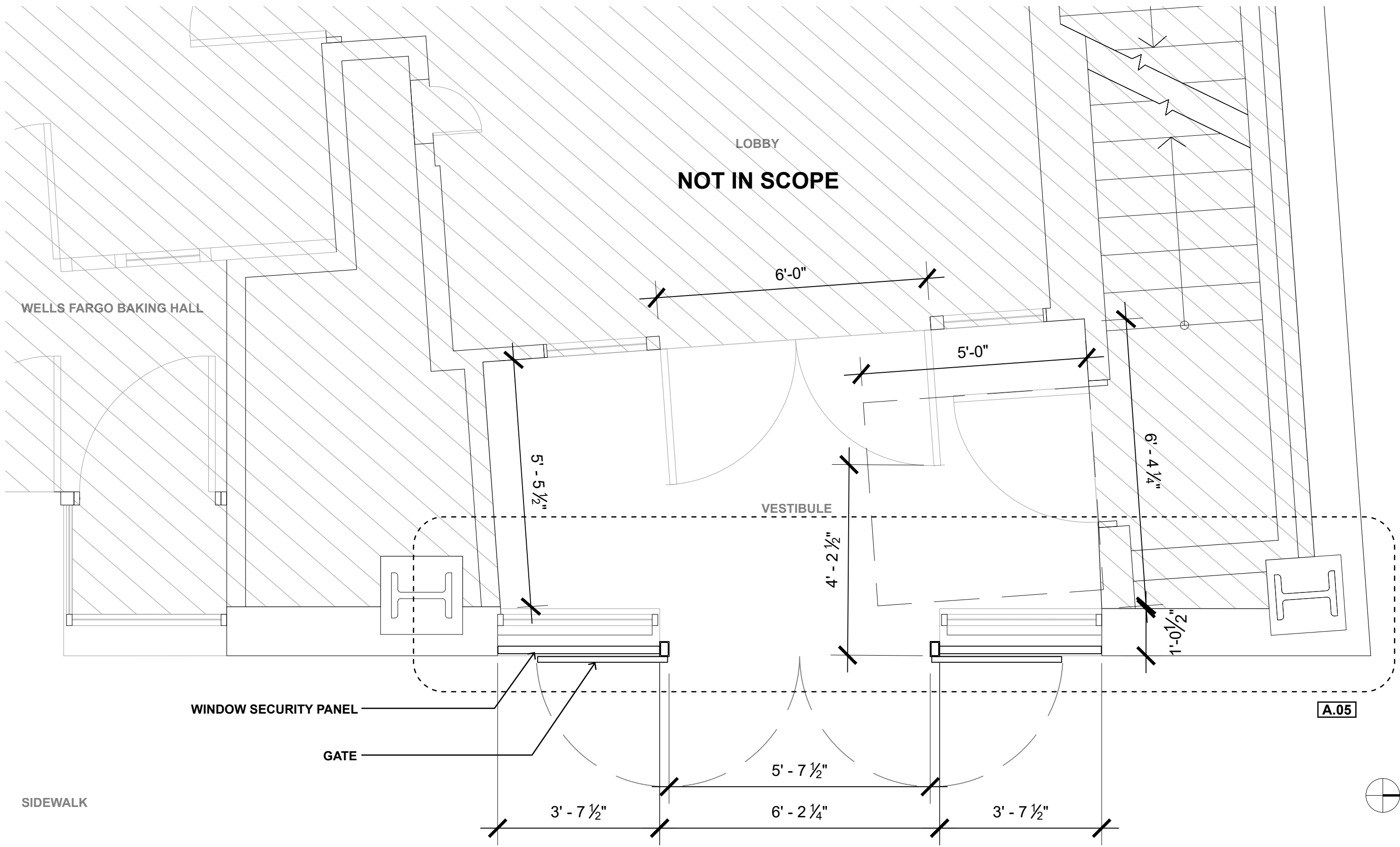


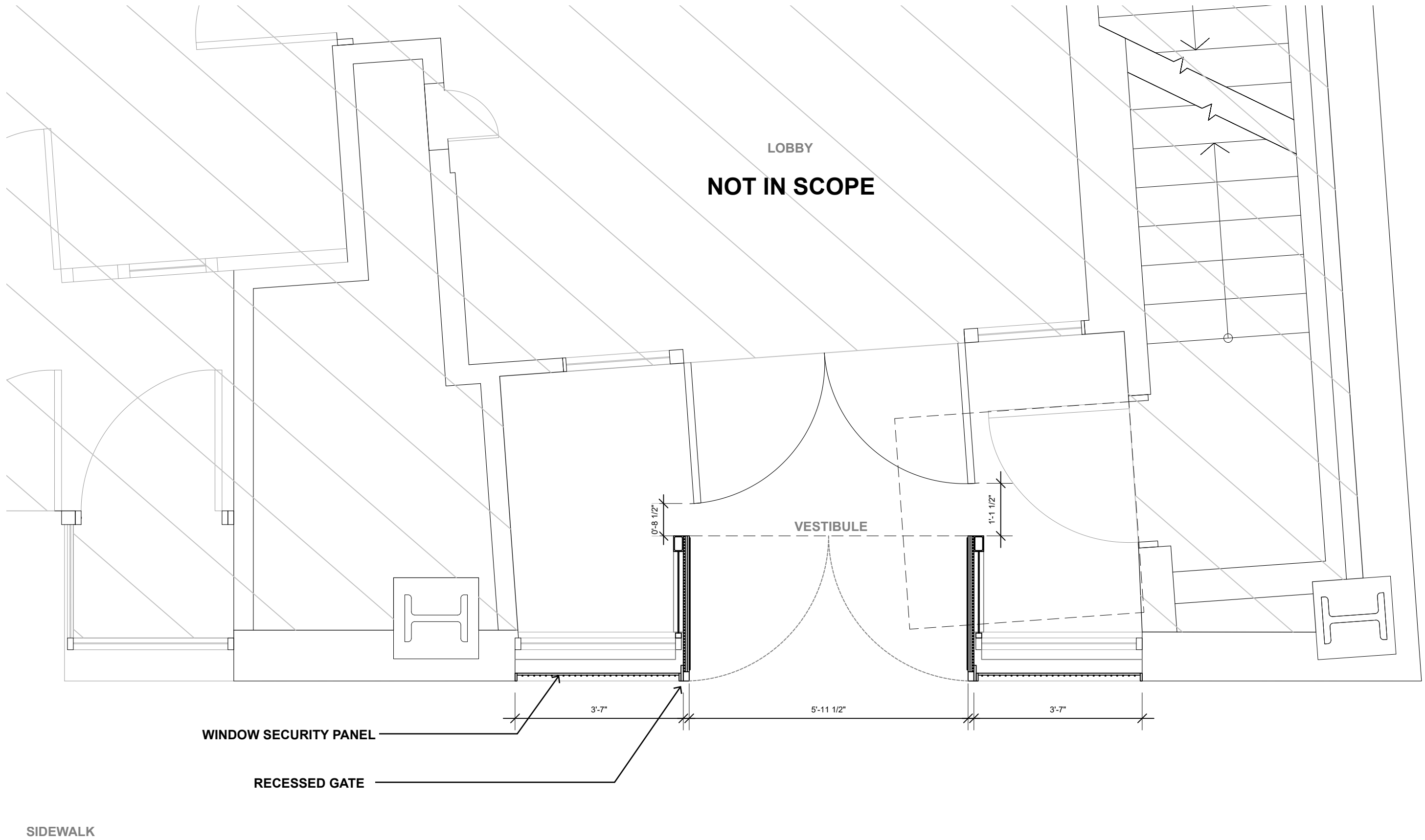
CCTV STILLS

Recent unsafe behavior in the vestibule as captured on the security cameras.

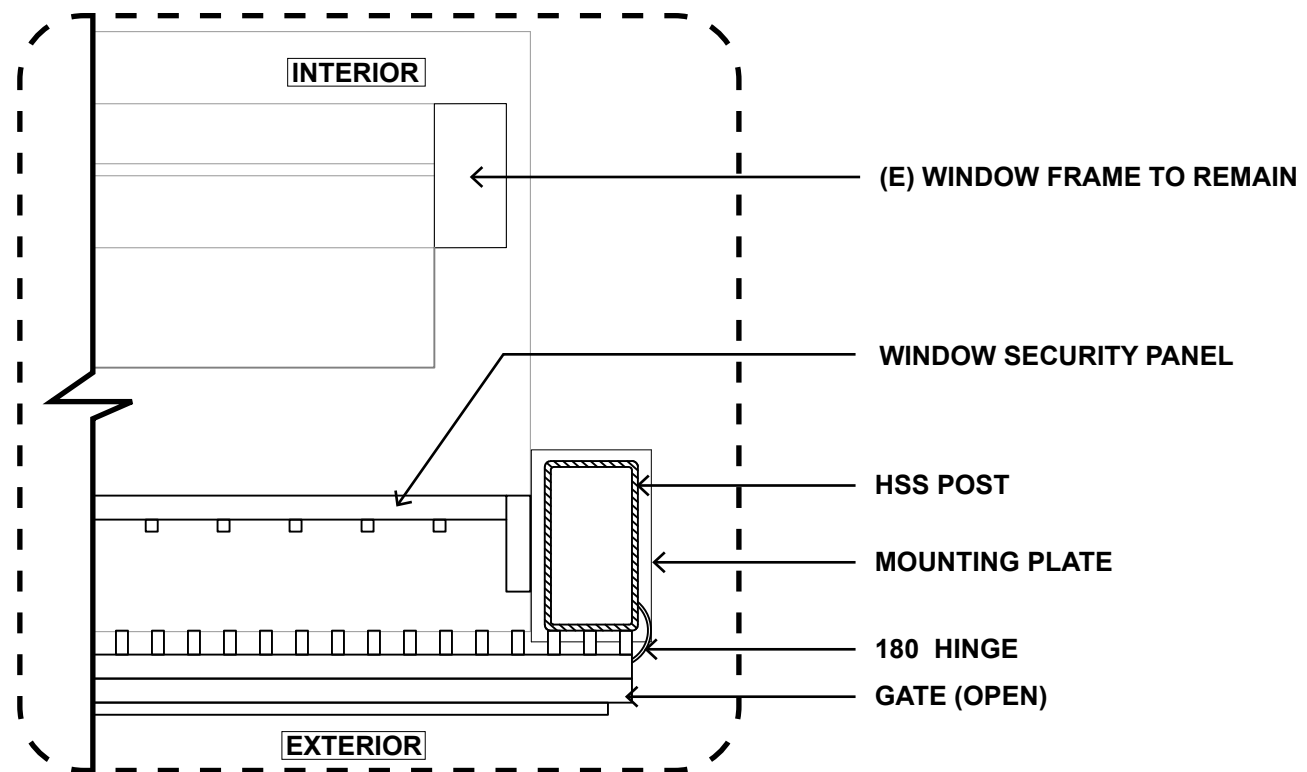
4.4% of Facade Altered



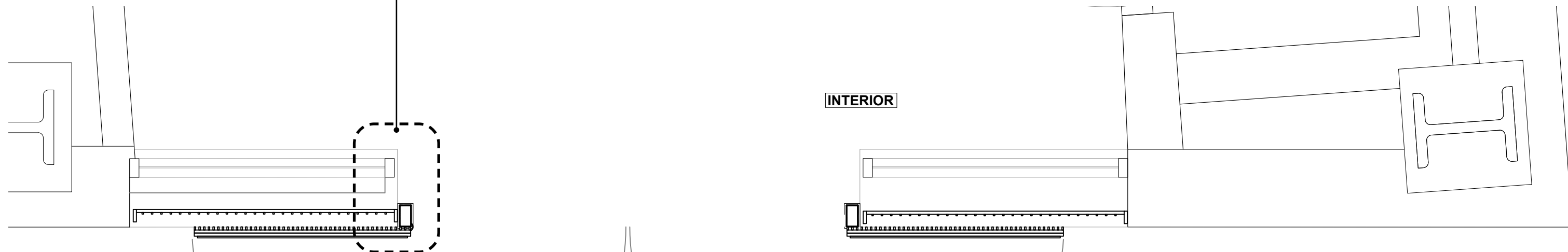
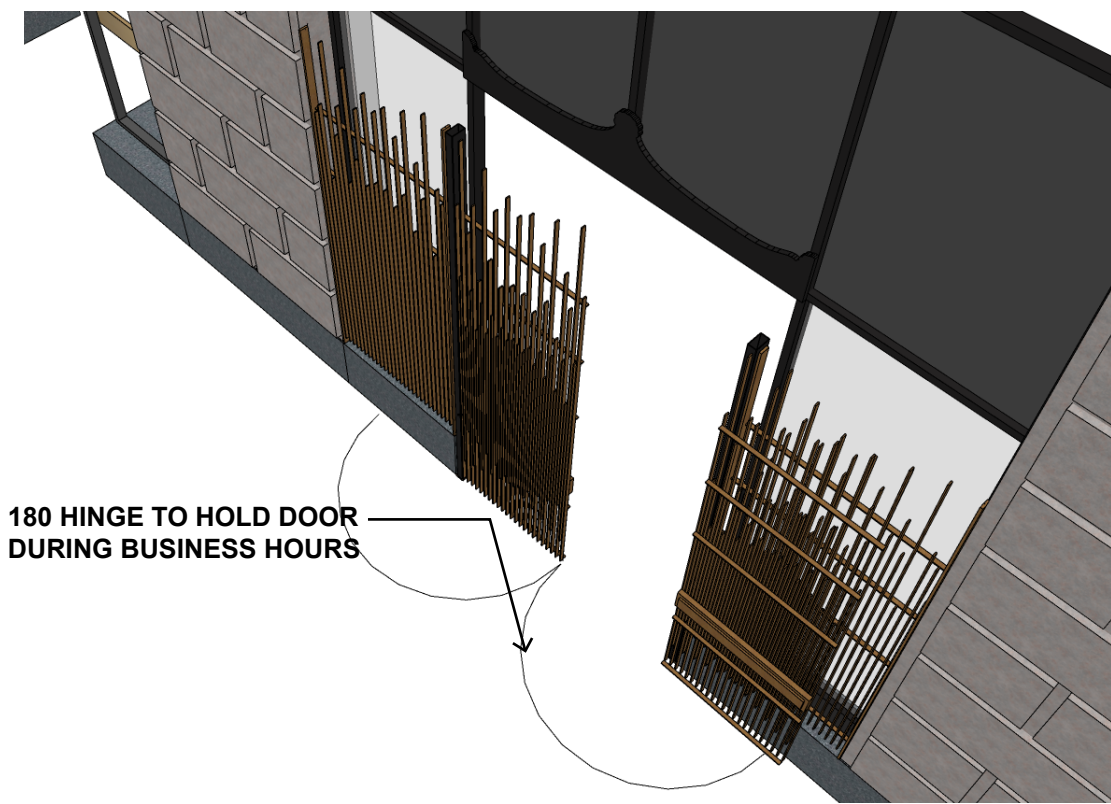




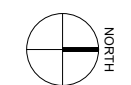
ALTERNATE OPTION

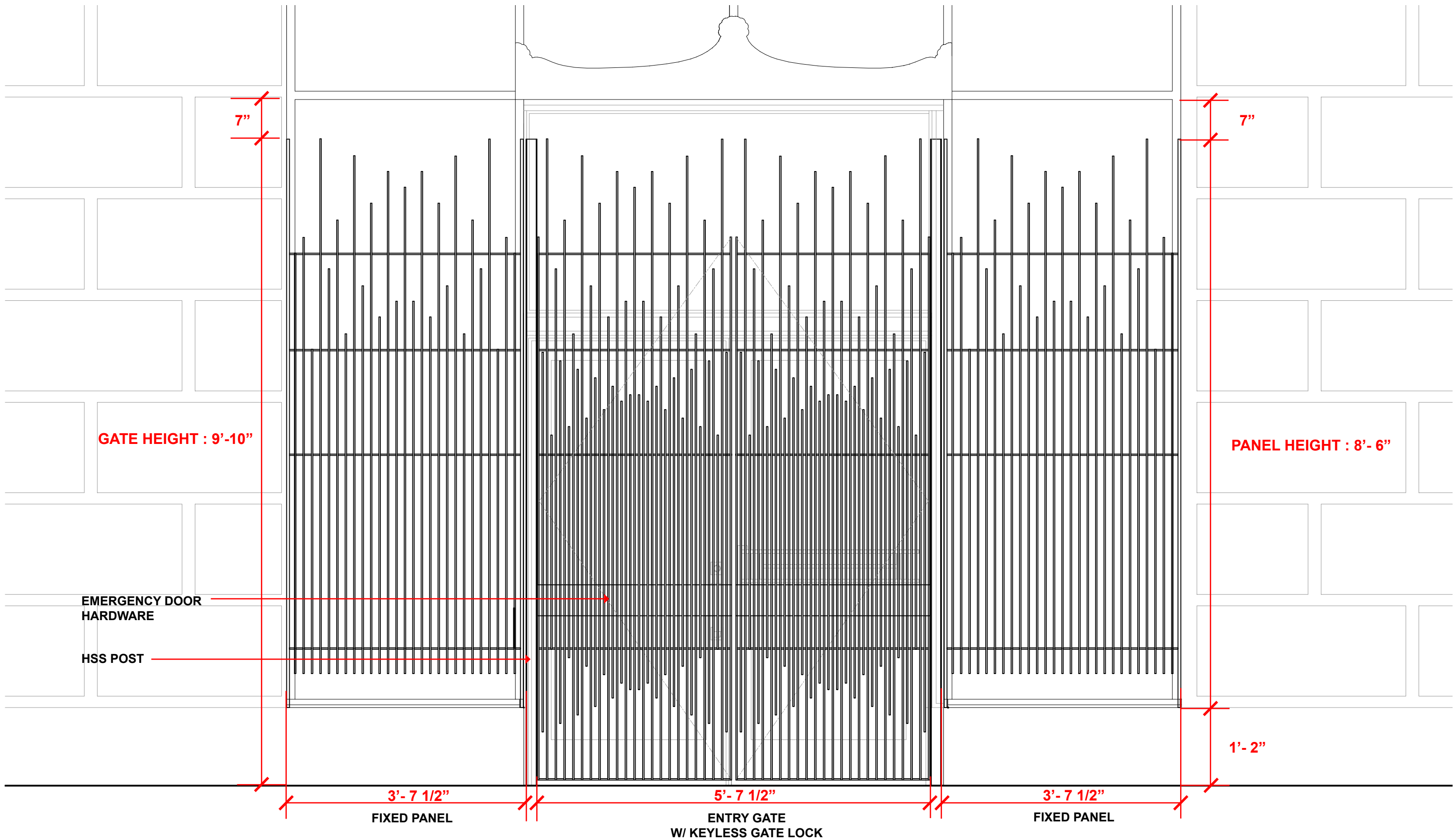


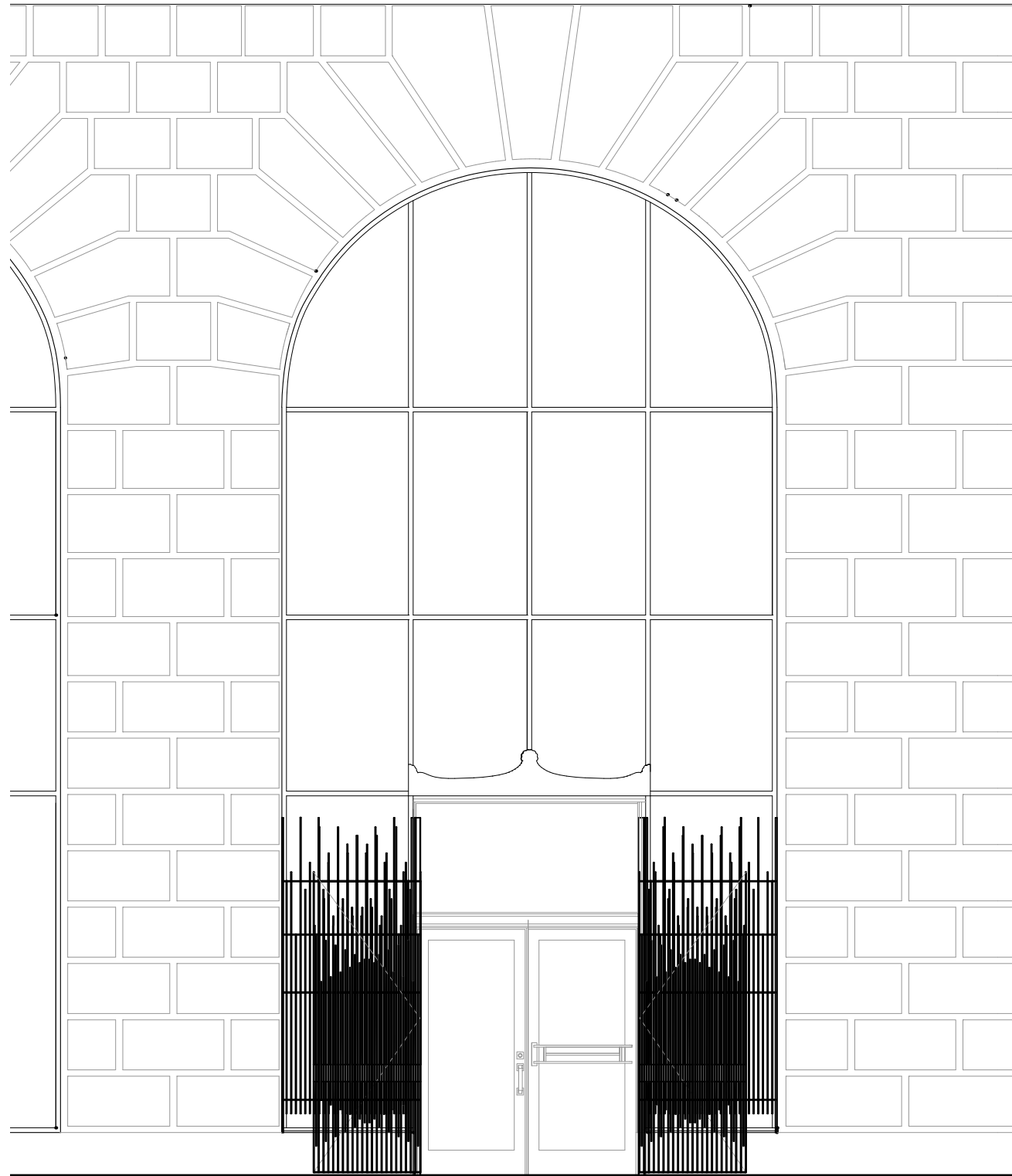
GATE JAMB DETAIL
3" = 1'-0"



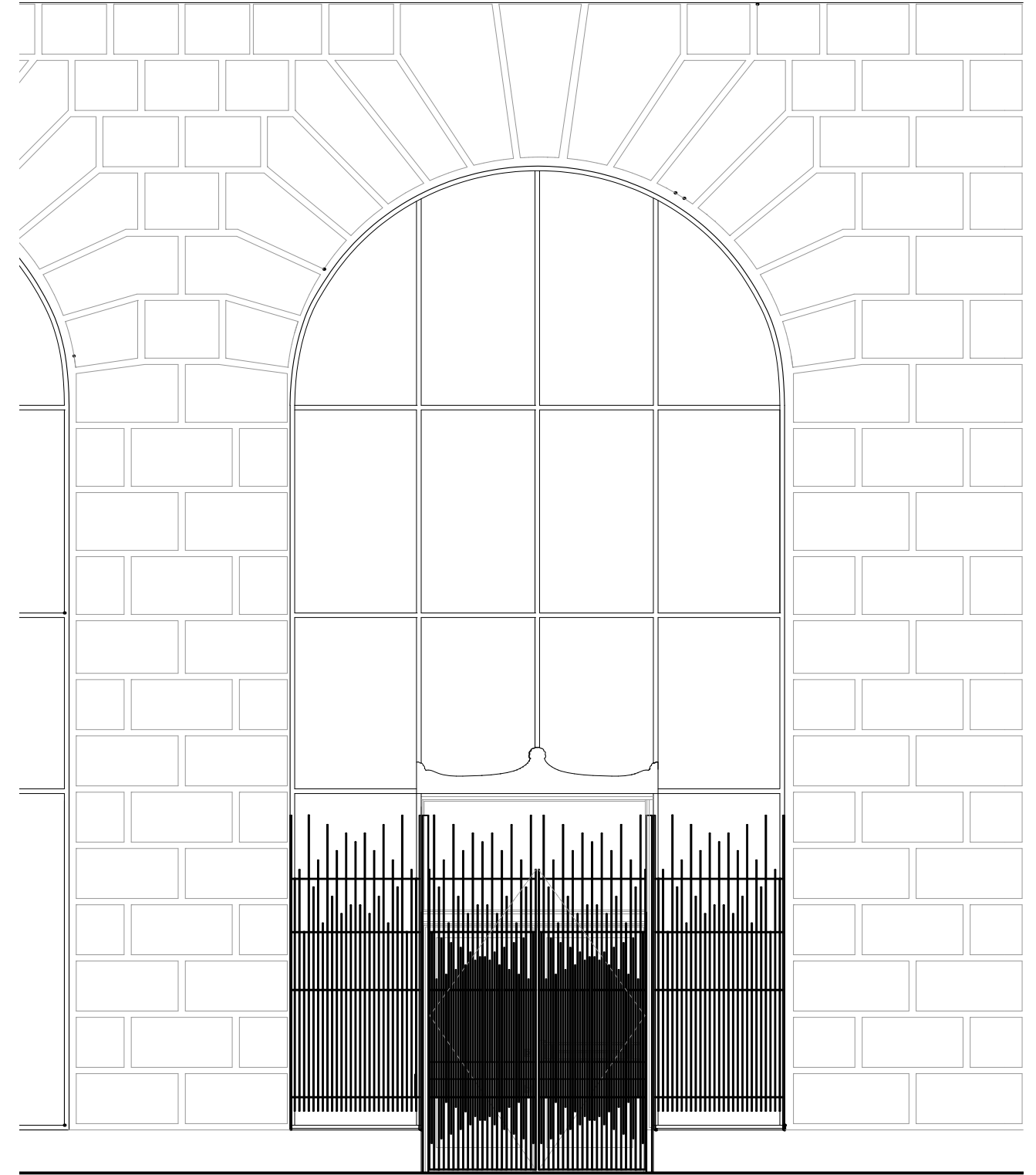
ENLARGED PLAN
3/4" = 1'-0"







GATE OPEN
DURING BUSINESS HOURS



GATE CLOSED
AFTER BUSINESS HOURS



EMERGENCY DOOR
HARDWARE



GATE OPEN
DURING BUSINESS HOURS



EMERGENCY DOOR
HARDWARE

GATE CLOSED
AFTER BUSINESS HOURS



**EMERGENCY DOOR
HARDWARE**

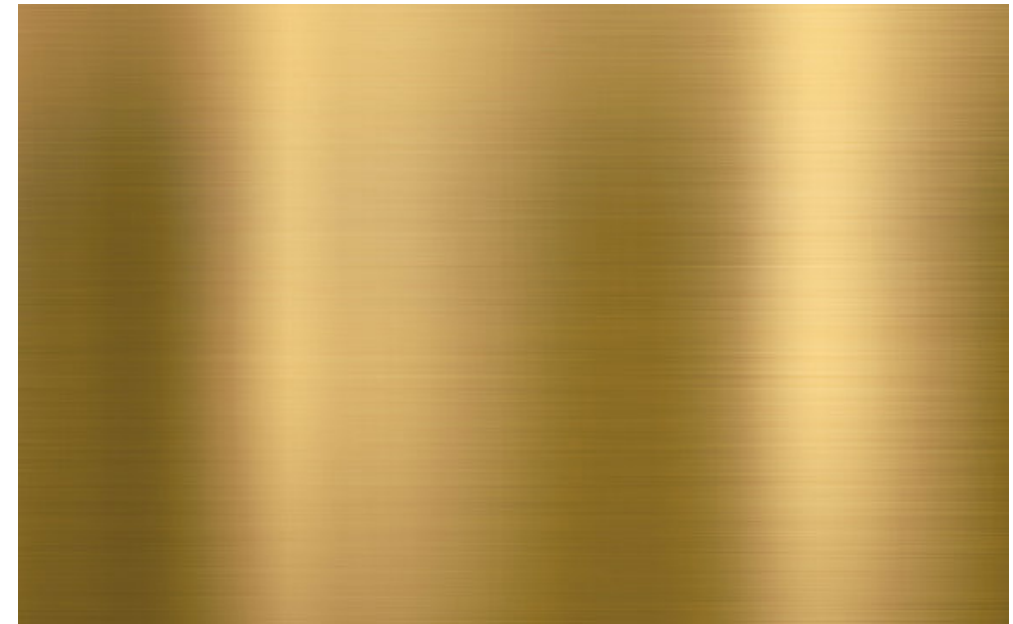
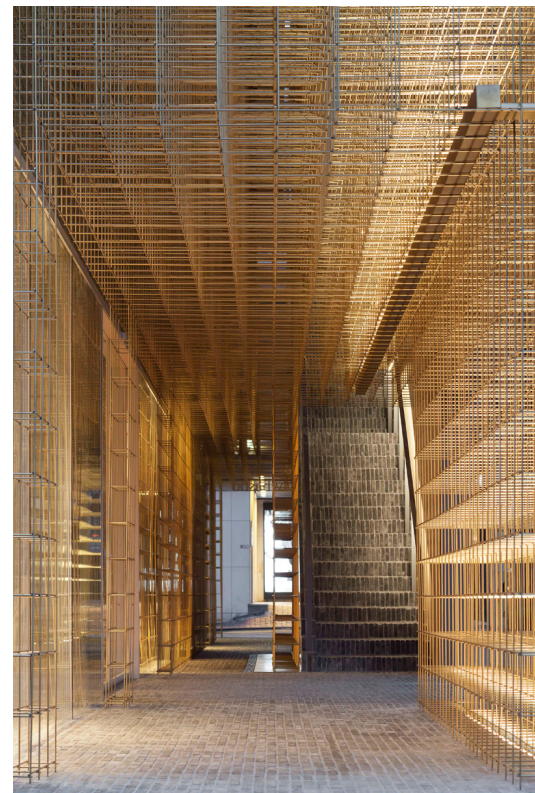


**GATE OPEN
DURING BUSINESS HOURS**



**EMERGENCY DOOR
HARDWARE**

**GATE CLOSED
AFTER BUSINESS HOURS**



EXAMPLES OF CONTEMPORARY BRASS AND BRONZE WORK



2081 CENTER ST ENTRY DESIGN



GATE OPEN
DURING BUSINESS HOURS



GATE CLOSE
AFTER BUSINESS HOURS



Office of the City Manager

INFORMATION CALENDAR
March 19, 2024

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Jordan Klein, Director, Planning and Development Department
 Subject: LPO NOD: 2274 Shattuck Avenue, #LMIN2023-0003

INTRODUCTION

The attached Landmarks Preservation Commission Notice of Decision (NOD) is presented to the Mayor and City Council pursuant to Berkeley Municipal Code/Landmarks Preservation Ordinance (BMC/LPO) Section 3.24.240.A, which requires that “a copy of the Notice of Decision shall be filed with the City Clerk and the City Clerk shall present said copy to the City Council at its next regular meeting.”

CURRENT SITUATION AND ITS EFFECTS

The Landmark Preservation Commission (LPC/Commission) approved City Landmark designation status for the United Artists (UA) Theater built in 1932, which is also listed on the California Register of Historical Resources. This action is subject to a 15-day appeal period, which began on March 5, 2024.

BACKGROUND

BMC/LPO Section 3.24.300 allows City Council to review any action of the Landmarks Preservation Commission in granting or denying a Landmark application. For Council to review the decision on its merits, Council must appeal the NOD. To do so, a Council member must move this Information Item to Action and then move to set the matter for hearing on its own. Such action must be taken within 15 days of the mailing of the Notice of Decision, or by March 19, 2024. Such certification to Council shall stay all proceedings in the same manner as the filing of an appeal.

If the Council chooses to appeal the action of the Commission, then a public hearing will be set. The Council must then rule on the designation within 30 days of closing the hearing, otherwise the decision of the Commission is automatically deemed affirmed.

Unless the Council wishes to review the determination of the Commission and make its own decision, the attached NOD is deemed received and filed.

ENVIRONMENTAL SUSTAINABILITY & CLIMATE IMPACTS

Landmark designation provides opportunities for the adaptive re-use and rehabilitation of historic resources within the City. The rehabilitation of these resources, rather than their removal, achieves construction and demolition waste diversion, and promotes investment in existing urban centers.

POSSIBLE FUTURE ACTION

The Council may choose to certify or appeal the decision, setting the matter for public hearing at a future date.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

There are no known fiscal impacts associated with this action.

CONTACT PERSON

Fatema Crane, Principal Planner/LPC Secretary; Planning and Development Department, 510-981-7410
Reina Kapadia, AICP, Senior Planner; Planning and Development Department, 510-981-7485

Attachments:

- 1: Notice of Decision – 2274 Shattuck Avenue, #LMIN2023-0003



L A N D M A R K S
 P R E S E R V A T I O N
 C O M M I S S I O N

N o t i c e o f D e c i s i o n

DATE OF BOARD DECISION: February 1, 2024
DATE NOTICE MAILED: March 4, 2024
APPEAL PERIOD EXPIRATION: March 19, 2024
EFFECTIVE DATE OF PERMIT (Barring Appeal or Certification): March 20, 2024¹

2274 Shattuck Avenue – United Artists Theater

City Landmark designation status for a theater completed in 1932 and listed on the California Register of Historical Resources (APN: 57-2028-3)

The Landmarks Preservation Commission of the City of Berkeley, after conducting a public hearing, **APPROVED** the Landmark application request (#LMIN2023-0003).

- **Initiated by:** Verified Application of 55 Berkeley residents
- **Application Authors:** Anastasia Rose Ellis and Laura Linden
 Save the UA Berkeley
 1627 Grant St., Apt. A
 Berkeley, CA 94703
- **Property Owner:** 2274 Shattuck QOZB LLC
 c/o JP Walsh
 2539 Telegraph Avenue, Suite 101
 Berkeley, CA 94704

ZONING DISTRICT: Commercial Downtown Mixed-Use Corridor (C-DMU) Zoning District

¹ Pursuant to BMC Chapter 3.24, the City Council may “certify” any decision of the LPC for review, which has the same effect as an appeal. In most cases, the Council must certify the LPC decision during the 14-day appeal period. However, pursuant to BMC Section 1.04.070, if any portion of the appeal period falls within a Council recess, the deadline for Council certification is suspended until the first Council meeting after the recess, plus the number of days of the appeal period that occurred during the recess, minus one day. If there is no appeal or certification, the Use Permit becomes effective the day after the certification deadline has passed.

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMIN2023-0003
2274 Shattuck Avenue
Mailed: March 4, 2024
Page 2 of 5

ENVIRONMENTAL REVIEW STATUS: Categorically exempt from further environmental review pursuant to CEQA Guidelines Section 15061.(b)(3) Review for Exemptions.

The application materials for this project is available online at:

<https://berkeleyca.gov/construction-development/land-use-development/zoning-projects> or
<https://permits.cityofberkeley.info/CitizenAccess/Default.aspx>

FINDINGS AND CONDITIONS OF APPROVAL AND APPLICATION MATERIALS ARE ATTACHED TO THIS NOTICE

COMMISSION VOTE: 5-4-0-0

YES: CRANDALL, LEUSCHNER, MONTGOMERY, ORBUCH, TWU

NO: ENCHILL, FINACOM, LINVILL, SCHWARTZ

ABSTAIN: NONE

ABSENT: NONE

TO APPEAL THIS DECISION (see Section 3.24.300 of the Berkeley Municipal Code):

To appeal a decision of the Landmarks Preservation Commission to the City Council you must:

1. Submit a letter clearly and concisely setting forth the grounds for the appeal to the City Clerk, located at 2180 Milvia Street, 1st Floor, Berkeley. The City Clerk's telephone number is (510) 981-6900.
 - a. Pursuant to BMC Section 3.24.300.A, an appeal may be taken to the City Council by the application of the owners of the property or their authorized agents, or by the application of at least fifty residents of the City aggrieved or affected by any determination of the commission made under the provisions of Chapter 3.24.
2. Submit the required fee (checks and money orders must be payable to 'City of Berkeley'):
 - a. The basic fee for persons other than the applicant is \$1,500. This fee may be reduced to \$500 if the appeal is signed by persons who lease or own at least 50 percent of the parcels or dwelling units within 300 feet of the project site, or at least 25 such persons (not including dependent children), whichever is less. Signatures collected per the filing requirement in BMC Section 3.24.300.A may be counted towards qualifying for the reduced fee, so long as the signers are qualified. The

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMIN2023-0003
2274 Shattuck Avenue
Mailed: March 4, 2024
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individual filing the appeal must clearly denote which signatures are to be counted towards qualifying for the reduced fee.

- b. The fee for appeals of affordable housing projects (defined as projects which provide 50 percent or more affordable units for households earning 80% or less of Area Median Income) is \$500, which may not be reduced.
- c. The fee for all appeals by Applicants is \$5,520.
3. The appeal must be received prior to 5:00 p.m. on the "APPEAL PERIOD EXPIRATION" date shown above (if the close of the appeal period falls on a weekend or holiday, then the appeal period expires the following business day).

If no appeal is received, the Landmark designation will be final on the first business day following expiration of the appeal period.

NOTICE CONCERNING YOUR LEGAL RIGHTS:

If you object to this decision, the following requirements and restrictions apply:

1. If you challenge this decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Landmarks Preservation Commission at, or prior to, the public hearing.
2. You must appeal to the City Council within fifteen (15) days after the Notice of Decision of the action of the Landmarks Preservation Commission is mailed. It is your obligation to notify the Land Use Planning Division in writing of your desire to receive a Notice of Decision when it is completed.
3. Pursuant to Code of Civil Procedure Section 1094.6(b) and Government Code Section 65009(c)(1), no lawsuit challenging a City Council decision, as defined by Code of Civil Procedure Section 1094.6(e), regarding a use permit, variance or other permit may be filed more than ninety (90) days after the date the decision becomes final, as defined in Code of Civil Procedure Section 1094.6(b). Any lawsuit not filed within that ninety (90) day period will be barred.
4. Pursuant to Government Code Section 66020(d)(1), notice is hereby given to the applicant that the 90-day protest period for any fees, dedications, reservations, or other exactions included in any permit approval begins upon final action by the City, and that any challenge must be filed within this 90-day period.
5. If you believe that this decision or any condition attached to it denies you any reasonable economic use of the subject property, was not sufficiently related to a legitimate public purpose, was not sufficiently proportional to any impact of the project, or for any other reason constitutes a "taking" of property for public use without just compensation under the California or United States Constitutions, your appeal of this decision must include the following information:
 - A. That this belief is a basis of your appeal.

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMIN2023-0003
2274 Shattuck Avenue
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- B. Why you believe that the decision or condition constitutes a "taking" of property as set forth above.
- C. All evidence and argument in support of your belief that the decision or condition constitutes a "taking" as set forth above.

If you do not do so, you will waive any legal right to claim that your property has been taken, both before the City Council and in court.

PUBLIC COMMENT:

Communications to Berkeley boards, commissions or committees are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information.

FURTHER INFORMATION:

Questions about the project should be directed to the project planner, Reina Kapadia, at (510) 981-7485 or rkapadia@berkeleyca.gov. All project application materials may be viewed at the Permit Service Center (Zoning counter), 1947 Center Street, 3rd Fl., during regular business hours.

ATTACHMENTS:

- 1. Findings and Conditions
- 2. Application Materials



ATTEST: _____
Fatema Crane, Secretary
Landmarks Preservation Commission

cc: City Clerk

Application Authors: Anastasia Rose Ellis and Laura Linden, Save the UA
Berkeley, 1627 Grant St., Apt. A, Berkeley, CA 94703

LANDMARKS PRESERVATION COMMISSION
NOTICE OF DECISION
#LMIN2023-0003
2274 Shattuck Avenue
Mailed: March 4, 2024
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Property Owner: 2274 Shattuck QOZB LLC, c/o JP Walsh, 2539 Telegraph Avenue, Suite 101, Berkeley, CA 94704

Interested Parties: Anthony Verruso; Arlene Owseichik; M.E. Lawrence; Robin Baral

Attachment 1, Part 2

Findings for Designation

FEBRUARY 1, 2024

2274 Shattuck Avenue – United Artists Theater

Landmark application #LMIN2023-0003 for the consideration of City Landmark or Structure of Merit designation status for a theater completed in 1932 (APN: 057-2028-0023)

PROJECT DESCRIPTION

City Landmark designation of the property at 2274 Shattuck Avenue – United Artists Theater.

CEQA FINDINGS

1. The project is found to be exempt from the provisions of the California Environmental Quality Act (CEQA, Public Resources Code §21000, et seq.) pursuant to Section 15061.b.3 of the CEQA Guidelines (activities that can be seen with certainty to have no significant effect on the environment).

LANDMARK PRESERVATION ORDINANCE FINDINGS

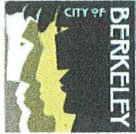
2. Pursuant to Berkeley Municipal Code (BMC) Section 3.24.110.A.1.(c) of the Landmarks Preservation Ordinance (LPO), the Landmarks Preservation Commission of the City of Berkeley (Commission) finds that the subject property is an architectural example that is worthy of preservation for the exceptional value it adds as part of the Downtown Berkeley neighborhood fabric. The City's 2015 intensive survey evaluation of this property concluded that the United Artists Theater is an important Contributor to the establishment of a historic district in the greater Shattuck Avenue area.
3. Pursuant to BMC Section 3.24.110.A.4, the Commission further finds that the subject property expresses and embodies the history of Berkeley through its direct associations with the development of Downtown Berkeley as a center of commerce and transportation. The Shattuck Avenue Commercial Corridor Historic Context and Survey (2015) determined that this building, in its extant condition, continues to represent commercial forms and materials that were prominent in the Downtown during the period of historical significance.

FEATURES TO BE PRESERVED

This designation shall apply to the subject property and the following distinguishing features of the main building shall be preserved, and missing features shall be restored to the extent possible:

1. The upper portion of the Shattuck Avenue building façade in relation to the overall height and massing of the façade.
2. The architectural and decorative features of the upper portion of the Shattuck Avenue building façade, including:
 - stepped-parapet front wall;
 - central horizontal beam that once supported a blade sign;
 - original Art Deco Works Progress Administration-style cast concrete wall;
 - wall frescos and bas relief;
 - “Artistry” and “Unity” relief slogans;
 - stylized imagery of leaves and globes, gears and levers, musical instruments, and male and female forms;
 - tower plume, half arches, and scroll patterns.

Excluding: the 1980s storefront and 1970s marquee on the lower building facade.



PLANNING & DEVELOPMENT

Land Use Planning 2120 Milvia Street, Berkeley, CA 94704
 Tel: 510.981.7410 TDD: 510.981.6903 Fax: 510.981.7420 Email: Planning@cityofberkeley.info



Landmarks Application Form

For: Alteration / Sign Permit
 Landmark Designation

Effective April 3, 2013

Intake Planner _____

Project Address: 2274 Shattuck Ave Berkeley, CA 94704 Zone: C-DMU

Project Description: Historic preservation inside and outside of this 1932 Art Deco Theater

Date Use Permit or Zoning Permit was applied for: _____

Associated Permit number: _____

• **Property Owner Name (Print)** Patrick Kennedy, Panoramic Interests
 Owner's Mailing Address: 2539 Telegraph Ave, Ste 101 Berkeley, CA 94704
 Daytime Phone # (415) 933-1170 E-mail: jp@panoramic.com

• **Applicant Name (Print)** SAME as Above: Anastasia Rose Ellis
 Applicant's Mailing Address: 1627 Grant St, Apt A Berkeley, CA 94703
 Daytime Phone # (510) 368-0663 E-mail: ellisanastasia@gmail.com

Under penalties of perjury, I certify that the information above and in any attachments hereto, is true and accurate to the best of my knowledge.

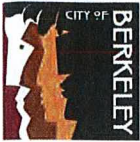
Applicant Signature: Anastasia Ellis Date: 11/17/2023

Owner's Signature: _____ Date: _____

Does the project include:	No	Yes	Handout / Application Requirement
1. Demolition of, or exterior modifications to, a designated City of Berkeley landmark, structure of merit, or structure in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refer to the "Landmark Preservation Commission: Structural Alteration Permit and Design Review Submittal Requirements"
2. Application to designate a landmark, structure of merit or historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refer to the "Landmark, Structure of Merit or Historic District Designation Form"

RECEIVED

DEC 05 2023



PLANNING & DEVELOPMENT

Land Use Planning 2120 Milvia Street, Berkeley, CA 94704

Tel: 510.981.7410 TDD: 510.981.6903 Fax: 510.981.7420 Email: planning@cityofberkeley.info

Land Use Planning

LANDMARK PRESERVATION COMMISSION

Landmark, Structure of Merit or Historic District Designation Form

Street Address: 2274 Shattuck Ave Berkeley		ZIP: 94704
Original owner's or business's name: United Artists		Present common name: United Artists
Original owner: United Artists Theater		Present owner's name & address: Patrick Kennedy 2539 Telegraph Ave Ste 101 Berkeley CA
Original use: Live Performance / theater		Present use: Empty / Vacant
Is property on any survey? National Register <input type="checkbox"/> found eligible California Register <input checked="" type="checkbox"/> State Historic Resources Inventory <input checked="" type="checkbox"/> Neighborhood: Urban Conservation Survey Plan <input type="checkbox"/> BAHA Tours, Neighborhood or Area Plan <input type="checkbox"/>		
Application for landmark includes: Building(s) <input checked="" type="checkbox"/> Garden(s) <input type="checkbox"/> Historic Site <input type="checkbox"/> District <input type="checkbox"/> Parcel <input type="checkbox"/> Landscape or Open Space <input type="checkbox"/> Other: _____		
Is the property endangered? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please explain: Current owner Patrick Kennedy wants to make into housing development		
Date of construction: 1932 Factual <input checked="" type="checkbox"/> Approximate <input type="checkbox"/> Source of information: _____		
Architect: Clifford Balch		Style: Art Deco
Historic Value: National <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Neighborhood <input type="checkbox"/>		
Architectural Value: National <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Neighborhood <input type="checkbox"/>		
Present Condition of Property: Shattuck Facade		
Exterior: Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>		
Interior: Excellent <input checked="" type="checkbox"/> AS of 2018 Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>		
Grounds: Excellent <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>		
Survey prepared by: Anastasia Ellis		Signature: [Signature] Date: 12/5/2023
Address: 1627 Grant St Apt A Berkeley CA 94703		Phone: (510) 368-0603 E-mail: ellis.anastasia@gmail.com

For Staff Use Only

Date: / /	LPC Application #:	Intake Planner:	Receipt #:
Landmarks Preservation Commission Fees - Required for all Designation Proposals:		Fee Amount	Amount Due:
Landmark or Structure of Merit Initiation:		\$50.00	
Historic District		\$100.00	
Records Management Fee		\$50.00	
Total fees:			

RECEIVED

DEC 05 2023

If you have any questions, please contact the Land Use Planning Division at: 1947 Center Street, Berkeley CA 94704, (510) 981-7410, Fax (510) 981-7420, e-mail: planning@cityofberkeley.info

Please submit exterior photographs of all sides and of any significant features, a site plan and floor plans.

The application must include the following features, pursuant to BMC 3.24.100.A. Use the attached sample as a guide for completing the application.

Description:

See attachment

History:

See attachment

Significance:

See attachment

Bibliography:

See attachment

RECEIVED
DEC 05 2023
Land Use Planning

December 4, 2023

Landmarks Preservation Commission
Land Use Planning Division
2120 Milvia Street
Berkeley, CA 94704

Re: Landmark Application for 2274 Shattuck Avenue

Dear LPC commissioners and staff:

This letter serves as an introduction to our application to landmark the United Artists Theatre building at 2274 Shattuck Avenue in downtown Berkeley. The application contains:

- Landmarks Application Form (1 page);
- Application petition with signatures (13 pages); and
- “Checklist for submission” application with supplemental materials and bibliography (pdf, 80 pages).

The UA Berkeley is a paragon of Art Deco theater architecture that was built under the auspices of movie icons Mary Pickford and Charlie Chaplin at the height of the Great Depression. A local newspaper heralded the opening of the magnificent 1,800-seat venue – which included a stage, orchestra pit, large organ, and dressing rooms for live vaudeville performances – as the “greatest theatrical event in the history of Berkeley.” To this day the theater stands as a symbol of a time when Berkeley city leaders defied the grim reality of the Depression with a big, optimistic investment in the downtown’s economic and cultural future.

The investment paid off. Not only did the UA Berkeley survive the Depression; it operated continuously for nine decades, entertaining generations of Berkeley moviegoers and serving as an exhibition space and meeting hub for college students and various community groups.

Until February 2023, the UA Berkeley was part of a “cluster of cinemas” that made the downtown a “regionally recognized” Arts District, according to the city’s 2012 downtown area plan. “Historic cinemas”... “help contribute to the special sense of place that distinguishes the Downtown from other destinations,” the 2012 plan said. A 2016 city report, about the economic value of the arts, estimated that 683,000 people patronized Berkeley cinemas annually.

Sadly, all of Berkeley's downtown movie theaters are now shuttered and the city has only one cinema left in operation, in the Elmwood district.

As with the architecturally renowned Berkeley Public Library nearby, the UA Berkeley has long been highly regarded by historic preservationists, architectural historians, and Art Deco experts. In 1978, the theater was found eligible for the National Register of Historic Places. In 2006, it was placed on the California Register of Historical Resources. It is also listed as an "architecturally significant" downtown building by the city of Berkeley.

The application will demonstrate that the theater is a living embodiment of various architectural, decorative, cinematic, cultural, political, and business trends in force during the '20s and '30s and later in the Twentieth Century. While the UA was converted into a multiplex starting in the early '70s, much of the theater's splendid decorative and architectural features have been preserved and maintained over its long history. In fact, it is believed to be the only in-tact theater left in California that was designed by renowned architect Clifford Balch and the firm Walker & Eisen, and decorated by the nationally celebrated artist Anthony Heinsbergen.

In sum, the UA Berkeley is a supremely deserving candidate to be designated a city landmark, to the fullest extent under the law. If you have any questions about this application, please contact us at savetheuaberkeley@gmail.com.

Sincerely,

Rose Ellis and Laura Linden
Save the UA Berkeley

CITY OF BERKELEY
Ordinance #4694 N.S.
LANDMARK APPLICATION

United Artists Theatre
2274 Shattuck Avenue
Berkeley, CA 94704



Berkeley United Artists Theatre Circa 1938 (credit: Gary Parks/the Jack Tillmany Collection)



Opening night of United Artists Theatre in Berkeley, Sept. 1932.

1. **Street Address:** 2274 Shattuck Avenue
City: Berkeley
County: Alameda
ZIP: 94704

2. **Assessor's Parcel Number:** 57-2028-003
Block and Lot: Lot 00003, Block: AR:0057
Dimensions: 0.54 Acres, or 23,289 square feet
Cross Streets: Bancroft Way and Kittredge Street

3. **Is property on the State Historic Resource Inventory?** Yes
Form# 012632

Is property on the Berkeley Urban Conservation Survey? No

4. **Application for Landmark Includes:**

a. **Building(s):** Yes The entire exterior. According to the city planning department the property has two facades – the facade facing Shattuck avenue with the

marquee and WPA-style “Unity and Artistry” design of painted cast concrete, as well as the dramatic fluted Art Deco stagehouse facade and corbeled alley gateway on Bancroft Way.

b. Landscape or Open Space: No

c. Historic Site: Found eligible for the National Register of Historic Places; it is on the California Register of Historical Resources; and locally designated as an “architecturally significant” building.

d. District: The UA was listed as a Contributor to the proposed Shattuck Avenue Downtown Historic District, according to a 2015 report (see Bibliography).

5. Historic Names: United Artists Theatre, United Artists Theater, Regal UA Berkeley

6. Date of construction: 1931-1932.

a. Factual: Yes (see permits in Bibliography and image section below)

Sources of Information: Building permit applications and other city documents; historical newspaper articles; archives of BAHA, Berkeley Public Library and Berkeley Historical Society, among others.

7. Architect: Clifford A. Balch (1931-1932); Albert R. Walker & Percy A. Eisen (aka Walker & Eisen) (1931-1932); John E. Costello (civil engineer) (1931-1932).

8. Builder: Cahill Brothers, Henry J. Beller

9. Style: Art Deco

10. Original Owners: United Artists Theater

Original Use: Live performance (vaudeville) and movie theater.

11. Present Owner: Patrick Kennedy, Panoramic Interests, QOZB LLC

Present Occupant: Vacant

12. Present Use: Commercial (currently vacant; there is a pending application to raze the vast bulk of the theater to erect an apartment tower).

Current Zoning: Downtown Mixed-Use District (C-DMU Corridor).

Adjacent Property Zoning: C-DMU Buffer and C-DMU Corridor

13. Present Condition of Property:

Exterior: Fair to good condition.

Interior: Fair to good condition.

Has the property’s exterior been altered? Yes



*Street scene with
UA marquee, 1940.
Credit: Shattuck
Ave. commercial
corridor report,
2015.*

14. Description:

Located on the west side of Shattuck Avenue between Kittredge Street and Bancroft Way in the heart of downtown Berkeley, the United Artists Theatre opened in 1932 as an opulent 1,800-seat Art Deco theater with a stage, dressing rooms, a green room, a large organ and orchestra pit, and other features that enabled it to be used initially for live vaudeville-style performance while also screening movies. It took an estimated \$300,000 to build and was the work of some 200 skilled artisans and laborers. It operated continuously as a movie theater for 91 years, until it closed in February 2023. Despite being converted to a multiplex beginning in the early '70s, the theater has been relatively well-maintained over the decades, its historic features surviving various retrofits thanks to pressure from local preservationists and architectural historians. To this day the theater is chock full of splendid Art Deco architectural and decorative features and furnishings.

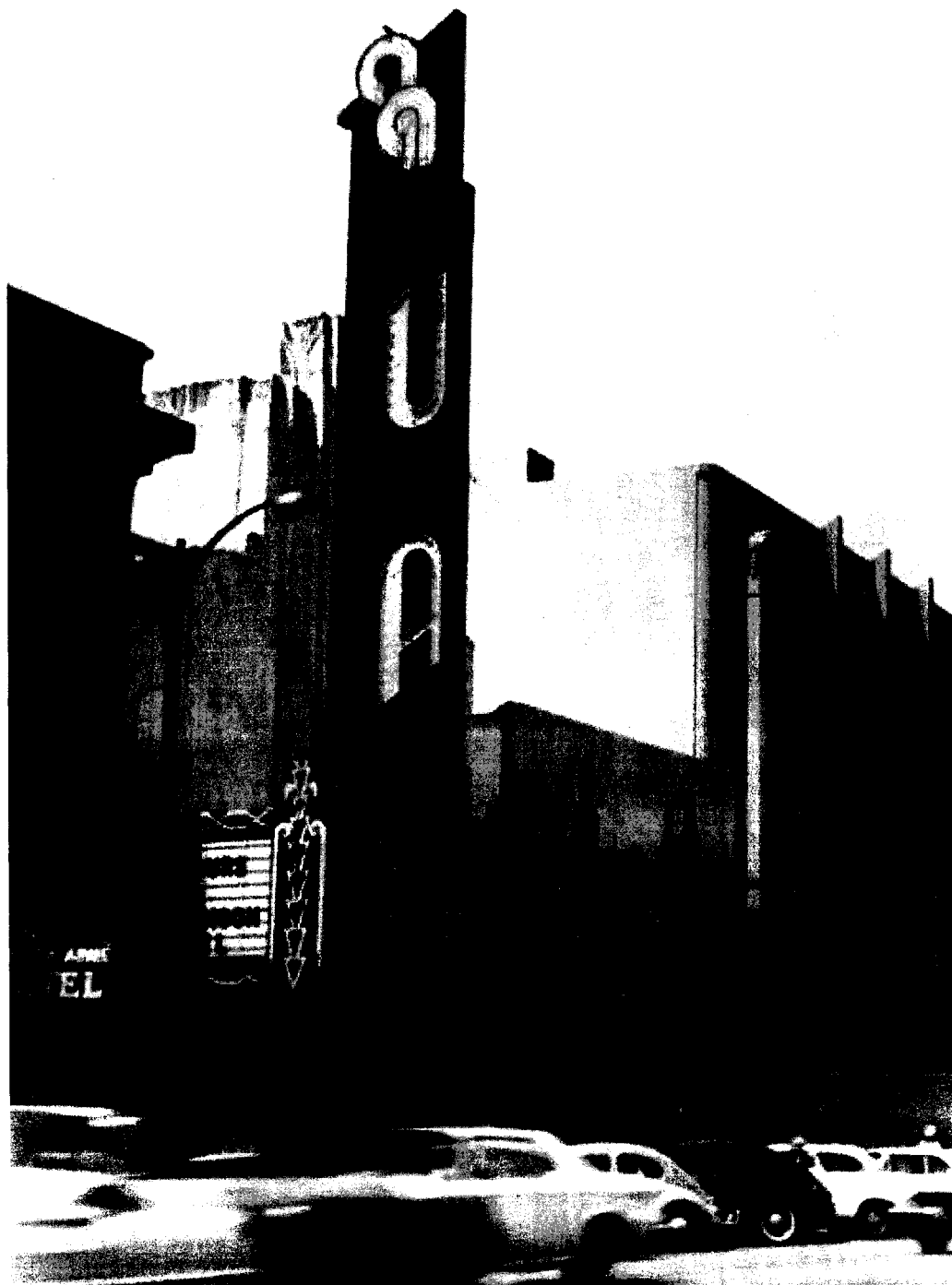
Not only is the UA Berkeley the most architecturally significant theater in all of Berkeley; it was the last movie theater to operate in the downtown. Currently there is **only one** operating movie theater left in Berkeley, in the Elmwood district.



Front marquee and facade featuring the WPA-style Artistry and Unity motif, 2002.



Box office and vestibule showing early '80s UA rainbow design (on top of original '30s plaster) and original inner mahogany doors with etched glass design. Ximena Natera, Berkeleyside.



“Although the base of the front façade has been altered over time, the United Artists Theater Building at 2274 Shattuck Ave. features a distinctive 1930s Art Deco upper façade on Shattuck Avenue and an original formed-concrete theater shell on Bancroft Way,” stated a 2015 historical resource technical report on the theater (see Bibliography). The report continued: “The proportions and materials of the dynamic façade design continue today to serve as a clear example of an early twentieth-century commercial/theater building in the downtown core. The United Artists Theater is part of a setting of mostly historic buildings along the primary commercial corridor along Shattuck Avenue and the transit center that connects the city with

the University of California campus.”

The 2015 report designates the theater as a Contributor to a proposed Shattuck Avenue Downtown Historic District. “The facade retains its original flowing Art Deco character...” said a 2007 article in the Berkeley Daily Planet marking the theater’s 75th anniversary (see Bibliography). “It’s one of the more prominent and important architectural compositions from its era in Berkeley, complementary to the Deco-style Berkeley Public Library, just up the block.”

“The pylon facade with its WPA-style reliefs of Artistry United is a familiar part of the Art Deco group that also includes the zig-zag Public Library (1930) and the little tiled restaurant (a 1932 remodeling of a 1905 bank),” writes Betty Marvin in a 1979 Gazette article (see Bibliography). “A late-comer to the block, the U.A. fits around and behind the earlier buildings on a large T-shaped lot, with a long narrow lobby wing reaching out to Shattuck Avenue.”

The 2015 historical resource report goes on: “The stepped upper front façade is notable for its Art Deco style frescos and bas relief. ‘Artistry’ and ‘Unity’ are featured on each side of the tower, with stylized imagery of leaves and globes, gears and levers, musical instruments, and male and female forms. The tall center of the upper façade once supported a blade sign; there have been two designs, both mounted during the period of the original projecting Art Deco marquee. The tower has curving patterns similar to plumes. The sides of the tower are accentuated with scrolls and half-arches. The base of the building includes outer piers clad in marble and a remodeled recessed entrance. An original tile floor is evident at the south side of the entrance area. The current marquee is a recent installation, flat to the building.”

“This building serves pedestrian traffic that flows from the primary commercial strip along Shattuck Avenue to the related downtown urban uses and the University Campus nearby. The large, irregular, L-shaped parcel is approximately 36 feet wide at Shattuck Avenue and wraps around the corner building to have a wall on Bancroft. The footprint of the building covers almost the entire property, with some setbacks for egress.”

“Character-defining features include: stepped-parapet front wall; concrete wall structure and board-formed concrete rear wing with its vertical speed stripes; recessed entrance form; wall frescos and bas relief; tower plume, arch, and scroll patterns; original tile floor.”

EVOLVING STYLES OF EXTERIOR

The UA Berkeley’s original facade included a vertical neon sign that soared above Shattuck Avenue and beacons people from blocks away, along with a boxy marquee that jutted far over the sidewalk and enveloped pedestrians in a dizzying kaleidoscope of bright lights. Due to evolving aesthetic tastes and economic factors, however, the signs and marquee of the United Artists theater changed over the decades.

According to a Berkeleyside article from February 2023: “The original vertical sign above the marquee was replaced with a sign from the 1940s and recycled from the UA Theater in Oakland. In 1968, the marquee had its reader-boards changed from glass and metal to plastic.” In the 1960s, Lady Bird Johnson’s Beautify America program developed a Scrap Old Signs (S.O.S.) initiative aimed at tearing down neon signs in America’s cities that were deemed too imposing and garish. As a result, Berkeley’s downtown lost many of its great neon signs, including the one at the UA. That said, the UA Berkeley continued to feature a prominent vertical sign and boxy marquee into the early ‘70s (see Supplemental Photos section).

In 1973, with the movie business taking a downturn, the UA Berkeley was bisected into two screens, then partitioned into four screens two years later. It was at this time that the tall vertical sign was taken down and the marquee was made more flush to the theater's facade. The marquee changed further when the UA was split into seven auditoriums in the 1980s.

Despite the changes, the UA Berkeley's historic nature has remained apparent over the decades thanks to the sculpted cast concrete facade with the WPA-style motif of Unity and Artistry.

Originally, the ticket lobby was open to the street. Mahogany doors with etched glass still lead to the lobby proper and its 22-foot ceilings. The ticket lobby was closed off in 1989, when the facade was repaired and exterior improved, according to the Berkeleyside article.

STAGEHOUSE FACADE

It's important to note that the UA Berkeley has two facades, the front facing one on Shattuck Avenue and the large stagehouse facade on Bancroft Way. "The mostly unpainted fly of the original theater abuts the sidewalk along Bancroft Way. This imposing, rectangular structure is built of cast concrete with vertical fluted speed stripes and board-formed horizontal texture," states the 2015 historical resource report. "Its height is equivalent to five or six stories tall. At the east corner is a one-story exiting wing. At the west corner is a two-story wing with a driveway/service entrance."

Over the driveway entrance is an elegant corbeled – or stepped – archway.

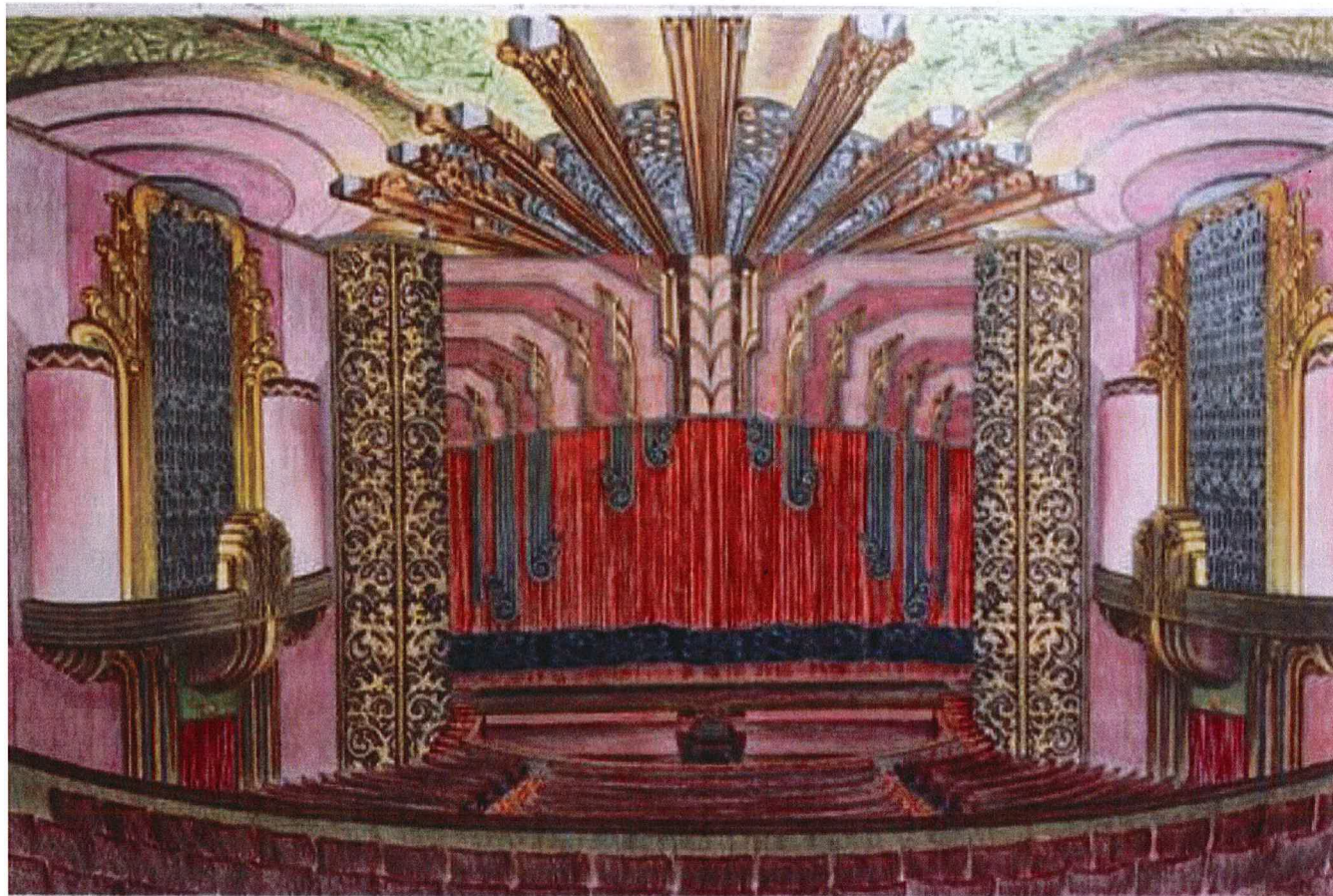


While its features are subtle, the impact is dramatic, with the structure rising several stories over Bancroft Way. At the roofline, the fluted speed stripes (or ribbed fluting) give way to a raised horizontal design; the

facade's details are echoed in other Art Deco buildings in the downtown and wider region, including the zig zag moderne Public Library and the Kress Building on Shattuck and Addison Street.

The 2015 historical resource report says the theater's "architectural integrity" is evident in its "massive side wall" and "the entire Bancroft Way massing."

INTERIOR



Artist rendering approximating view from balcony, based on historic photos and other historic documents, of the original auditorium. Rosslyn Manx, 2023.

The relatively narrow Shattuck Avenue facade belies a vast interior resplendent with Art Deco detail that originally contained a magnificent 1,800-seat auditorium with a stage, dressing rooms, an orchestra pit, men's and women's lounges, fountains and much more. The interior was spacious enough to accommodate being subdivided into a total of seven screening rooms in the '70s and '80s while leaving the grand lobby, hallways and other original spaces fully intact.

"The outer atrium with four-sided dome, tiled walls, and colored pavement leads in to a tall main lobby with monumental wall mirrors and Art Deco floral designs in red and

gold,” wrote historic preservationist Betty Marvin in a 1979 Gazette article. “Beyond this an inner lobby rambles on in more intimate style under the mezzanine, through a kaleidoscope of frosted glass and metal light fixtures, tropical and classical mural paintings and medallions, streamlined stair and balcony railings, and even the original drinking fountains, phone booth, washroom furniture, and heating fixtures.”

Despite the multiplex conversion, Marvin wrote, the theater is a “magnificent enclave of the 1930s nonetheless.”



Relatively recent photo of grand lobby, pictured from upper balcony.

A list of interior spaces and features includes: box office and vestibule with early '80s-era UA logo design above the doors; original custom mahogany entrance doors with etched glass panels; grand lobby; hallways; stairs and stairways; hallways; bathrooms; balcony; mezzanine; projection and storage rooms; auditoriums including former lounges; offices; features of the original auditorium including the pillars, proscenium, organ grilles, gilded ceiling with sunburst radiating out from above the original stage; a vast amount of splendid Art Deco architectural and decorative features throughout including chandeliers and other light fixtures, large beveled mirrors, gleaming polished aluminum stairway railings; lattice-like metal balcony railings; and tablets and murals and medallions.

railings; lattice-like metal balcony railings; and tablets and murals and medallions.

According to eyewitness accounts and public records, much of the original auditorium – including the proscenium arch, gilded ceiling and sunburst, and organ grilles – are believed to still exist in some form. Due to pressure from local preservationists and the city in the '70s and '80s, the theater owner made the multiplex retrofits while preserving these features behind the false walls and ceilings.



Audience full of children with balcony in full view, 1940s. Source: Margaret Herrick collection.



Grand lobby, 1966. Jack Tillmany Collection.

15. History:

BERKELEY DAILY GAZETTE

TWELVE PAGES

BERKELEY, CALIFORNIA, SATURDAY EVENING, SEPTEMBER 17, 1932

TWELVE PAGES

Not Hollywood, but Berkeley



Three screen stars pose in the foyer of the new United Artists Theater. They are (left to right), Senorita Conchita Montenegro, noted Spanish dancer; Lew Colby who was master of ceremonies at the theater opening, and Miss Josephine Dunn, blonde cinema favorite.

When the United Artists theater opened on Shattuck Avenue on September 16, 1932, the event was so dazzling a newspaper ran a headline reminding locals this was "Not Hollywood, but Berkeley."

"Talking picture" luminaries including Mary Pickford and Bing Crosby signed autographs under the giant marquee and soaring neon-lit tower while beaming klieg lights swept the night sky. The country was in the throes of the Great Depression, making the debut of this magnificent Art Deco

theater even more spectacular to "stargazing" locals.

"Every one of the 1,800 luxurious seats in the theater was filled within five minutes after the doors opened," the Berkeley Daily Gazette reported. "Twice as many filled the foyers, waiting for an opportunity to obtain seats for the second show." In fact, this was "the greatest theatrical event in the history of Berkeley," the Gazette declared

Among the throng of Berkeleyans were numerous local officials including city council members and Berkeley Mayor Thomas E. Caldecott. "Down to Earth" starring Will Rogers was the featured cinematic attraction. Uniformed ushers guided patrons to their "air cushioned" velvet seats.

The UA was part of a grouping of opulent, modern theaters built by the United Artists Corporation in the '20s and '30s, all of them in Southern California except for the one

in Berkeley. The theater line was an offshoot of the film production and distribution company founded by movie icons Pickford, Charlie Chaplin, and Douglas Fairbanks, who sought more financial and creative control of their work.

Managed by Fox West Coast Theatres, the UA Berkeley was designed by architect Clifford Balch and the firm Walker & Eisen, with interior decor by the celebrated Heinsbergen Decorating Company of Los Angeles.

House Staff Is Ready for Duty



Until it closed in February 2023, the UA was the last of these deco structures to operate as a movie theater.

Ticket prices ranged from 30 to 69 cents for adults, and 10 cents for children. The theater cost roughly \$300,000 to build and was crafted by some 200 laborers and fitted with the best in Art Deco furnishings. The decorative splendor included

chandeliers, murals, railings “like glistening silver,” large men’s and women’s lounges with luxe furniture, and Roman drinking fountains with sparkling ice water that were lauded as works of art.

“Hundreds stopped to congratulate Manager Clarence L. Laws on the beauty of the theater and the wonderful service rendered by house staff,” the Gazette wrote.

The theater was even more breathtaking once entering the auditorium. Because the UA was originally designed as a live vaudeville venue, it was built with a stage 25-feet deep, numerous dressing rooms, a green room, “one of the greatest electric concert organs” in the state, and a spacious orchestra pit.

...There is always a good show at ...



FOX WEST COAST THEATRES
 When away from home visit...

FOR CALIFORNIA SAN JOSE <i>E. J. Sullivan</i>	FOR STATE OAKLAND <i>A. H. Miller</i>	FOR CALIFORNIA RICHMOND <i>Robert T. Shery</i>
FOR MISSION SAN JOSE <i>Charles G. Hayward</i>	FOR FOX THEATRE NAPA <i>Fred Sengley</i>	FOR VIRGINIA VALLEJO <i>Jack Ryan</i>
FOR CAMPUS BERKELEY <i>Joe Abernombie</i>	FOR CALIFORNIA BERKELEY <i>Clarence Lane</i>	FOR GRAND LAKE OAKLAND <i>William Mitchell</i>
FOR SENATOR OAKLAND <i>Robert McHale</i>	FOR FOX U.C. BERKELEY <i>Donald Baldwin</i>	

ROBERT C. FROST
DISTRICT MANAGER

Welcome United Artists Theatre

The Gazette raved about "the great stage with its artistic drapes," the proscenium arch etched with angels, the "golden console" of the organ, the glowing sunburst design on the gilded ceiling, and the clusters of blue, green, yellow, and white light

bulbs illuminating from below the balcony rail.

Considering the UA Berkeley opened at a time when thousands of banks were failing

Berkeley's history

How the city weathered the cruelest Depression year

and millions of Americans were out of work, it's impressive that the theater remained open for 91 years.

"It was 1932, the year Frederick Lewis Allen called the cruelest year of the Depression, and the Berkeley city government was trying bravely to be optimistic," wrote Florence Jury for a Gazette history column in 1981. "Almost defiantly, it announced that 1931 had seen much building," Jury wrote. "The University Christian Church was built for \$120,000; the public library was completed at a cost of \$250,000; a \$40,000 addition to the YMCA was virtually finished; \$289,000 worth of municipal improvements were made; and the university had spent \$3 million on its building program."

The County and City of Berkeley sank into debt helping the fast-multiplying needy families seeking aid. Berkeley devised a program in which 500 destitute families received groceries and rent and utilities assistance in exchange for participating in a local public works program.

"And 1932 was to see continued progress," Jury wrote. "The United Artists Theater, when finished in the summer, would represent an investment of \$300,000, and the federal government had awarded a \$105,000 contract for an addition to the local post office."



It turns out, there was a different, more modest theater planned for what eventually became the opulent UA Berkeley.

“There were many delays and changes of plans, to which partly owe its advanced glass Deco style: early reports announced a ‘free adaptation of Spanish Renaissance’ – in other words, the Moorish cinema style of the 1920s, like the nearby Fox-California as rebuilt in 1929-1930,” Marvin wrote in 1979. “U.A. officials went ahead after an ‘extensive survey convinced them that Berkeley was in a position to support a high-class theater of the size contemplated’...”

GOVERNMENT DOCUMENTS GIVE HISTORICAL CONTEXT

According to an environmental site assessment conducted in 2022 (see Bibliography): “The earliest record reviewed during this assessment was an 1894 Sanborn map depicting the Subject Property as developed with two residential dwellings on the eastern (2240 Shattuck Avenue) and western (2033 Bancroft Way) portions. The Subject Property remained in this configuration until at least 1903. By 1911, a residential dwelling was developed on the northern portion (2035 Bancroft Way). The eastern portion of the Subject Property was redeveloped as part of a mixed-use residential and commercial building (2274 Shattuck Avenue). The Subject Property remained in this configuration until at least 1929. Historical occupants of 2274 Shattuck Avenue during this time include: a post office (1911) and Donogh’s Dry Goods and Department Store (1925 to 1928). In 1932, the Subject Property was developed with the existing

commercial theater building (2274 Shattuck Avenue). The Subject Property building was originally constructed as a one auditorium combination stage theater and movie house.”

The Shattuck Avenue Commercial Corridor Historic Context and Survey in 2015 provides more historical context:

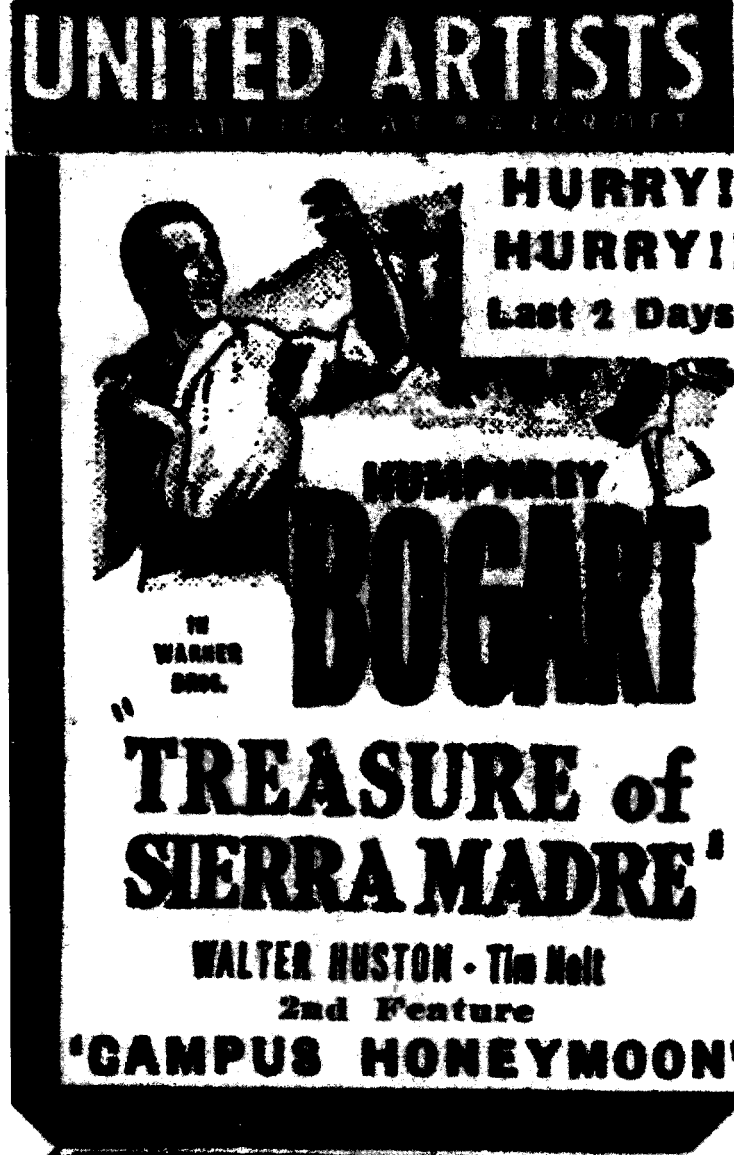
“As the Depression continued in the United States, the Bay Area became a hub for migrants. Over one million people moved to California, marking the first mass migration of impoverished people made possible by the invention and mass production of the car. By 1930, Oakland was California’s third largest city, following closely behind both Los Angeles and San Francisco. Berkeley however, did not experience an influx of Depression migrants, in search of work and living hand to mouth in tent cities. Berkeley’s population remained relatively flat during the 1930s, and although the economic effects were felt throughout the Downtown area, Berkeley remained insulated from the very worst of the Depression era.

To help employ people and spur economic recovery, President Franklin D. Roosevelt instituted a public-works program, known as the New Deal, run by the Works Progress Administration (WPA). One such project that would have a lasting impact on Berkeley and the rest of the East Bay was the construction of the Bay Bridge. Although funding had been approved by the federal government in 1929, the actual construction of the bridge occurred at the beginning of the 1930s.



1940s Shattuck Avenue.

The New Deal also led to projects that directly impacted the aesthetic of the downtown. The Hinkel Block was an early large-scale commercial building within the downtown core that had withstood the 1906 San Francisco Earthquake, and was remodeled as a part of the



modernization program that began during The Great Depression. Promulgated by the Berkeley Chamber of Commerce with low-interest loans obtained from Federal Housing Authority (FHA) in a program called “Modernization for Profit”, was a brief attempt at downtown revitalization and jobs.

Berkeley was shielded by the worst effects of the Depression thanks to the University of California. Despite state budget cuts, the campus continued to serve as the economic lifeblood of the City.

Theaters, from nickelodeons to moving picture palaces, were well established in the city's downtown during the end of the first decade of the twentieth century. The attraction of moving pictures had begun to replace recreational activities in the downtown such as billiard halls popular during the nineteenth century. Some of the first movie houses had been located on the ground floor of residential buildings such as the University Apartments at 2057 University Avenue and the Brooks Apartments

at 2231 Shattuck Avenue. Two large theaters were constructed just prior to World War I; the T&D at 2111 Kittredge in 1911, and the U.C. Theater at 2036 University Avenue in 1917. At one point the greater downtown was host to 12 theaters. At the beginning of the Depression, movie theaters took on a new dynamism with the introduction of the 1932 United Artists Theater at 2274 Shattuck Avenue that brought competition of the newly remodeled Fox California on Kittredge. With the University Theater at the north end of the downtown, the larger theaters have continued on into the present. The design of the UA, and the James Plachek designed 1930 Berkeley Public Library at the corner, was joined with a remodeling in the Art Deco style of the old Homestead Loan Association Building in between at 2270 Shattuck Avenue creating a three building Art Deco composition along this part of the Shattuck Avenue commercial corridor.”

In the late 1940s, the United Artists chain was acquired by San Francisco-based movie theater operators Robert and Marshall Naify. Under their ownership the chain swelled to more than 2,000 theaters, making it the largest chain in the U.S. In 1988, however,

the Naifys sold the UA chain to a telecommunications company in Colorado. Some years later United Artists went bankrupt and was merged with other insolvent cinema companies under the Regal Entertainment Group, which operated the theater until its closure in February 2023.

UNION SQUARE, BERKELEY, CALIF.

Next Tuesday's Kiwanis meeting will be followed by a special Holy Week inter-denominational religious service at the United Artists Theater in Berkeley.

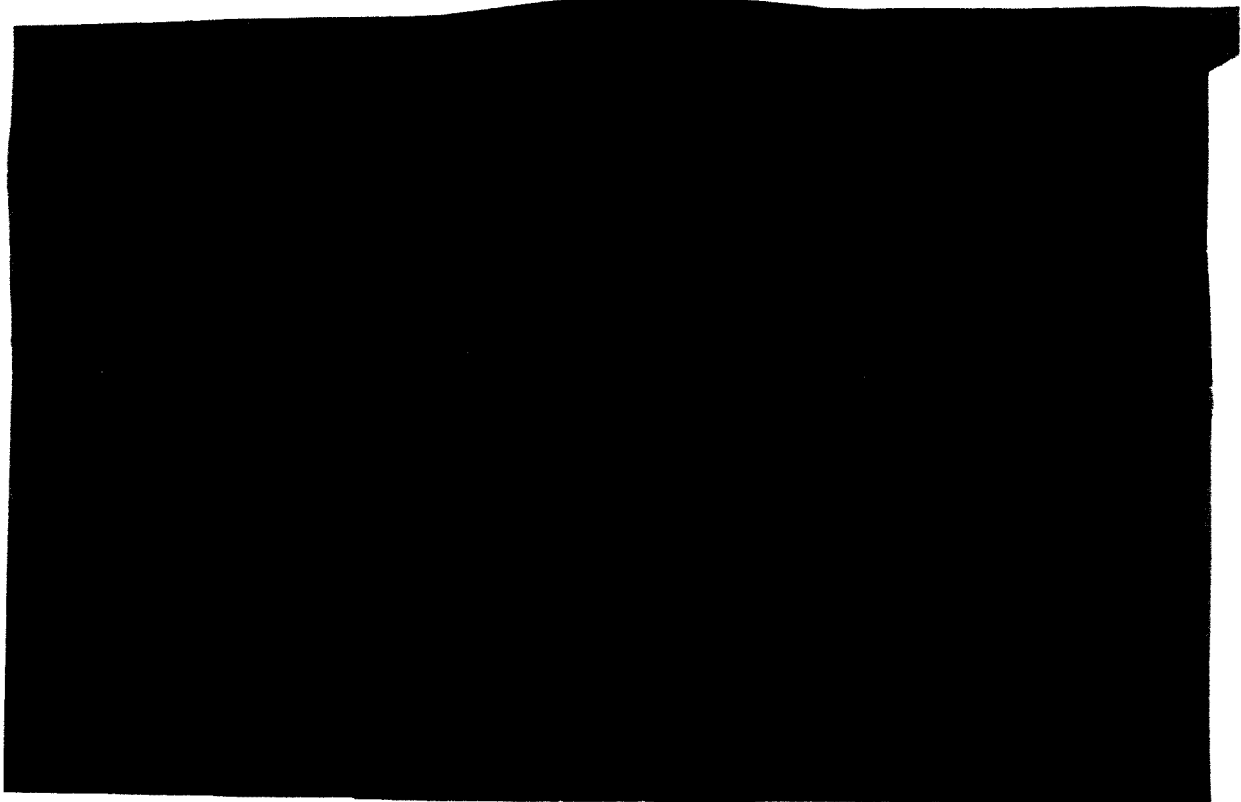
Berkeley Gazette, 1956.

THE UA AS COMMUNITY MEETING SPACE

As a theater, the UA entertained generations of moviegoers from Berkeley and the wider region. It was a destination for college students who flocked to see blockbuster films that the multiplex tended to show in

recent decades. Newspaper stories and ads also show that the UA also served as a meeting and exhibition space for various groups over the decades, including garden clubs, the Kiwanis Club, and religious groups.

Pictured is a back-to-school shopping promotion where kids attended the UA for free:



Remembrances of a Life at the United Artists Theater

As part of the exhibit "Vanished: Berkeley's Lost Businesses and Organizations," David Weinstein did a talk on "Berkeley's Lost Movie Houses". As a response to our announcement of the talk, Suzie Workman Coleman of Alpharetta, Georgia sent her reminiscences of the time when her father was the manager of the UA. It is reprinted here with permission. - Editors

My name is Suzie Workman Coleman and my dad, Kenneth E. Workman, was the manager of the United Artist Theater on Shattuck Ave. from approximately 1943-1954.

Since my dad worked from 11.30 a.m. to 11:30 p.m. seven days a week, the U.A. became my second home. I still remember every detail about that grand theater. It reminds me of our beautiful Fox Theater here in Atlanta, GA.

On Saturday morning there was a "Kiddle Show" and the lines would be around the block before the doors opened. The price was 25 cents. Before the show, I would accompany my dad on the huge stage and read the list of the children that were celebrating birthdays; and then everyone would sing "Happy Birthday". This was always a thrill since I felt like a "star" when my friends Mr. Grimm and Clarence Foster would shine the spotlight down from the projection booth. I spent a great deal of time with them and was always excited to be in the booth when the bell would go off and they would have to change the big reels.

Our "playhouse" was the 25 feet behind the big stage curtains. When the theater was empty it was like magic. I remember the dressing rooms which were no longer used for vaudeville and stage attractions. My friends from Thousand Oaks Elementary and Garfield Jr. High would spend hours making up our own wonderful song and dance routines. I wonder what happened to that gorgeous organ that sat front and center. It was a thrill to just sit on the bench and pretend to play.

CONTINUED ON PAGE 4



Berkeley Historical Society, Spring 2011

A recollection of life at the UA in the mid-century, from the BHS Spring 2013 newsletter.

Clifford Balch and Walker & Eisen. Clifford A. Balch was the primary architect of the UA Berkeley, assisted by the firm Walker & Eisen. Balch was born in Minnesota, the son of a carpenter. According to the 2015 Shattuck Avenue corridor survey, “The Balch family moved to Pasadena, California in the early 1890s. Following the death of his father in the early 1900s, Balch worked as a residential architect to support his mother and three younger brothers before marrying Pearl Payne, with whom he had two daughters. Balch was well known as a designer of theaters. As part of the firms Walker and Eisen, Balch and Stanbery, in partnership with his brother William Balch, and as a sole practitioner, he was responsible for over 20 classic Art Deco-style theaters across California and Nevada, including the United Artists Theatre in Berkeley remodel and the Four Star Theatre Building and the El Rey Theatre in Los Angeles.”

“Balch also designed theatres for Fox West Coast Theatres as well as United Artists throughout California throughout the 1930s and early 1940s, producing over 20 classic Art Deco style movie theatres across California and Nevada. He also worked on Berkeley’s renovation of the T&D at this time for Fox West Coast.”

The architectural partnership of Walker & Eisen was formed by architects Albert R. Walker and Percy A. Eisen, in Los Angeles, California. Walker and Eisen were both native Californians, born in the 1880s. Their partnership began in 1919 and lasted until 1941. The work of the firm spans many building types beyond theaters. Balch and Walter & Eisen individually designed many other California theaters in addition to working as a team on Berkeley’s United Artists Theater.

Painted mural by Anthony Heinsbergen that is still inside the UA Berkeley.

Anthony Heinsbergen. Anthony Heinsbergen (December 13, 1894 – June 14, 1981) , who designed the interior decor of the UA Berkeley, is considered a foremost interior designer of North American moviehouses in the early 20th century. In addition to the UA Berkeley, renowned examples of his work include the Wiltern Theatre the Theatre at the Ace Hotel (also known as the United Artists flagship) in Los Angeles. His work has been venerated by major museums including a 1973



OCMA exhibit sponsored by the Smithsonian.

“Heinsbergen’s career spanned nearly 60 years,” stated a Gazette article about a Heinsbergen exhibit at OCMA. “During that time he converted the relatively neutral space and vast walls of these cavernous theatres into Egyptian temples, ornate Renaissance palaces, Gothic castles, cosmic skylscapes and streamlined Art Deco showcases, ones gleaming in glass and chrome with black and red accents.”



Grand staircase and landing showing sleek Art Deco railings.

From Wikipedia:

Born Antoon Heinsbergen in [Haarlem](#) (the [Netherlands](#)), he emigrated with his family to the United States in 1906 where they settled in [Los Angeles](#). Heinsbergen began painting while still a boy; and, as a young man he worked as an apprentice painter and was one of the first students to take formal training from Mrs. Nelbert Chouinard at her [Chouinard Art Institute](#) in Los Angeles. His area of interest in which he developed a renowned expertise was the painting of murals and in 1922 he went into business for himself. He was successful in obtaining a few commissions out of which he earned considerable recognition that led to a number of major contracts in and around Los

Angeles most notably with the [Hollywood Roosevelt Hotel](#), the [Beverly-Wilshire Hotel](#) and in 1928 a municipal government contract for the new [Los Angeles City Hall](#). During this time, his work came to the attention of theatre mogul [Alexander Pantages](#) who hired him to work on one of his buildings. The praise he received for this work opened the doors to jobs at more than twenty Pantages theatres and helped Heinsbergen become a major national contractor for theatre murals.

Heinsbergen's company grew to employ more than one hundred and eighty decorative painters involved with a wide variety of wall and ceiling murals for corporate offices, churches, synagogues, civic auditoriums, libraries and other ornate structures of the era. However, the Heinsbergen name is mainly linked to his theatre murals as a result of the more than seven hundred and fifty he created throughout North America during the theatre industry's period of rapid growth. High-profile work of this type includes murals for the [Wiltern Theatre](#), the [Oakland Paramount Theater](#), the [Warner Grand Theatre](#) in [San Pedro, California](#), and the [United Artists](#) flagship theatre in downtown Los Angeles, plus the vaulted ceiling of the city's Park Plaza Hotel which can be seen in the opening sequences of the 1990 [David Lynch](#) film [Wild at Heart](#).”

16. Significance

NEW UNITED ARTISTS THEATER IS ART GEM

The United Artists Theatre in Berkeley is considered a masterful example of Art Deco architecture and one of very few theaters of its kind and size remaining in California. As with the architecturally renowned Berkeley Public Library nearby, the UA Berkeley has long been highly regarded by historic preservationists, architectural historians, and Art Deco experts.

“Oakland has the Paramount but Berkeley has the United Artists – and the comparison isn’t as rash as one might think just walking past the small and rather severe U.A. facade at 2274 Shattuck Ave,” wrote preservationist Betty Marvin in the Berkeley Gazette in 1979.

The United Artists Theatre demonstrates significance in a multitude of ways by the standards set forth in Berkeley’s landmark preservation ordinance, the National Register Historic Places, and the California Register of Historical Resources.

In 1978, the theater was found eligible for the National Register of Historic Places. In 2006, it was placed on the California Register of Historical Resources. (It is coded as 2S2: Individually determined eligible by NR by consensus through Section 106 process. Listed in the CR.)

The UA Berkeley is the ONLY intact theater left in the state that was designed by both Balch and Walker & Eisen. It is the last of the early group of United Artist theaters left in Northern California.

According to the Cinema Treasures website, of the roughly twenty theaters that Walker & Eisen designed in California, most are closed and several have been demolished. Only one is still open – the Theatre at the Ace Hotel in Los Angeles. Likewise, for theaters designed by Clifford Balch, the vast majority are closed and many have been demolished. Only a handful of Balch-designed theaters are operating in Southern California – none in Northern California, according to Cinema Treasures.

Here is what the Berkeley Historical Society said about the UA Berkeley in 1982:

Historically, the construction of the U.A. in 1932 represented a major economic recovery effort by the private sector in Berkeley. Just as much as the films of the 1930s, spectacular theaters like the United Artists are irreplaceable, tangible historical records of the movie industry's unique role in sharing and shaping American society's response to the Great Depression.

Artistically, the lobby is a masterpiece of the Art Deco movie palace, designed at least in part by the renowned muralist and decorator Anthony Heinsbergen. The glittering, labyrinthine Aladdin's Cave of a lobby, belying the building's small street facade, still conveys the feelings of surprise and splendor that were part of the great days of movie-going. This must not be lost now.

Berkeley resident Mark A. Wilson also opined on the UA's significance that same year:

As a teacher, writer, and consultant on Bay Area history and architecture and the author of the only guidebook on historic buildings of the East Bay, I can say unequivocally that the United Artists Theater is an outstanding example of the Art Deco movie palace which is fast vanishing from the urban landscape and is so prized by moviegoers all across the country. I have taught nearly 3,000 adults in my architecture classes all over the East Bay during the past seven years, and in each of my classes I have discussed the quality of the Art Deco furnishings in the United Artists Theater

The 2015 historical resource technical report states: "The building is historically significant due to its association with important patterns of development in the downtown core, and for its distinctive Art Deco architecture. The property remains an important contributor to the establishment of a historic district in the greater Shattuck Avenue area. The building continues to represent, at the street, commercial forms and materials that were prominent in the downtown during the period of historical significance for this building; from 1932-1958. The form and detailing of both the building and its original commercial storefronts maintain an important link to the past of downtown Berkeley."

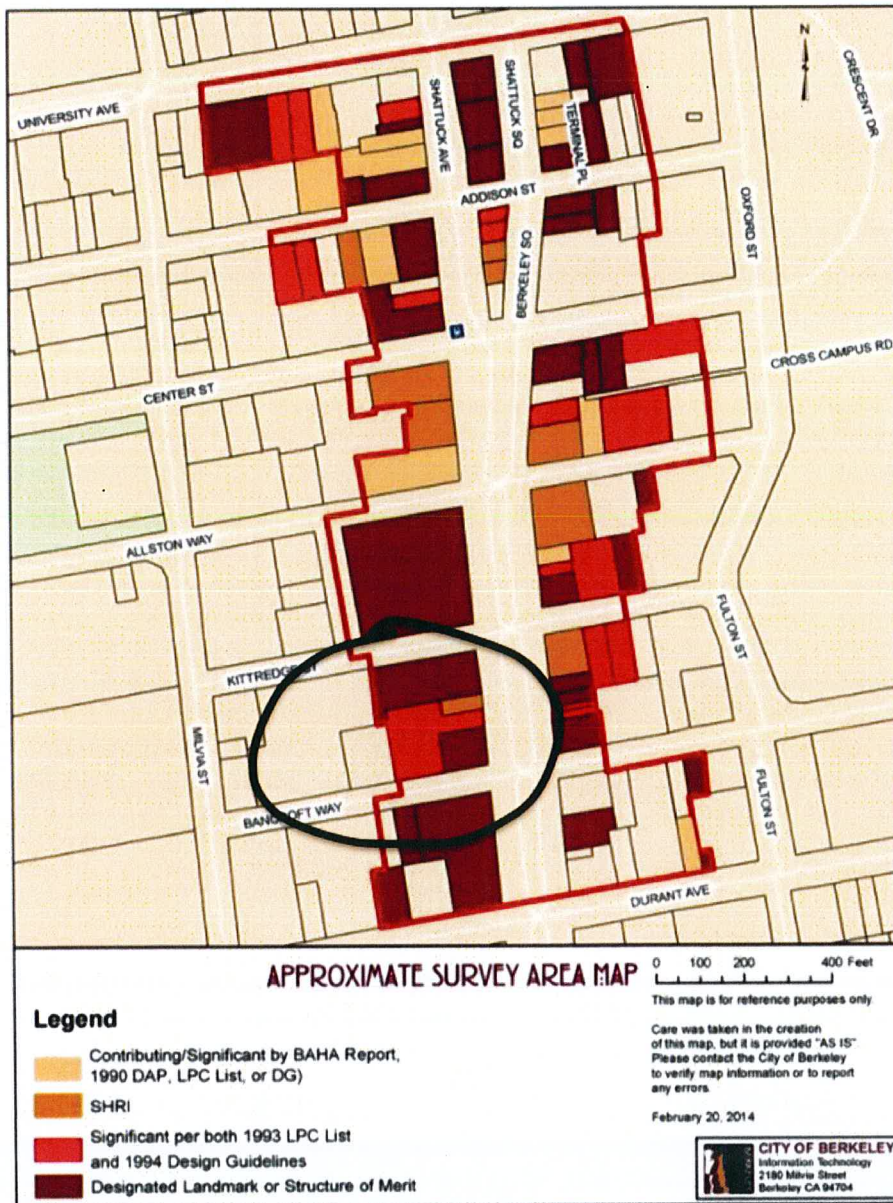
It also says: "The proportions and materials of the dynamic façade design continue today to serve as a clear example of an early twentieth-century commercial/theater building in the downtown core...The building's significance is based on its distinctive architecture and its role in Downtown Berkeley as an entertainment venue."

ARCHITECTURALLY SIGNIFICANT: THE WORK OF A MASTER

The UA Berkeley is listed as an architecturally significant building in the 1994 and 2012 downtown Berkeley design guidelines.

According to a 2015 LPC memorandum, "...architectural significance is identified when a building distinctly represents a particular style, building type or historic material, and,

therefore, illustrates through its appearance alone the artistic and practical values of the community. Individually, architecturally significant buildings and structures represent excellent composition, proportions, detailing, and materials, and often are a reflection of their original designers' body of work as the 'work of a master.'"



According to the Shattuck Avenue Historic Context and Survey from 2015, which also listed the UA as significant: "When a building illustrates a story of the events, aesthetic values, or patterns important to a community it can be considered historically significant. Buildings can be significant for their rarity, utility, beauty, associations, or an ability to convey other important associations.

Although significance can relate to larger community themes, architectural significance is identified when a building distinctly represents a particular style, building type or

historic material, and, therefore, illustrates through its appearance alone the artistic and practical values of the community. Individually architecturally significant buildings and structures represent excellent composition, proportions, detailing, and materials, and often are a reflection of their original designers' body of work."

According to the 2012 Downtown Berkeley Design Guidelines: "The guidelines for Significant Buildings are somewhat more flexible in terms of materials and details; however, the architectural character of Significant Buildings must be preserved."

17. Is the property endangered? Yes. Panoramic Interests, a residential real estate developer that purchased the property in 2022, has an application pending with the city to raze the vast bulk of the theater building and replace it with a 17-story apartment tower.

18. Photographs:

Date: Photographer: See photos throughout, plus addendum files.

Repository: BAHA, Berkeley Public Library, Berkeley Historical Society, Margaret Herrick collection, Berkeley planning department.

19. Bibliography: See below.

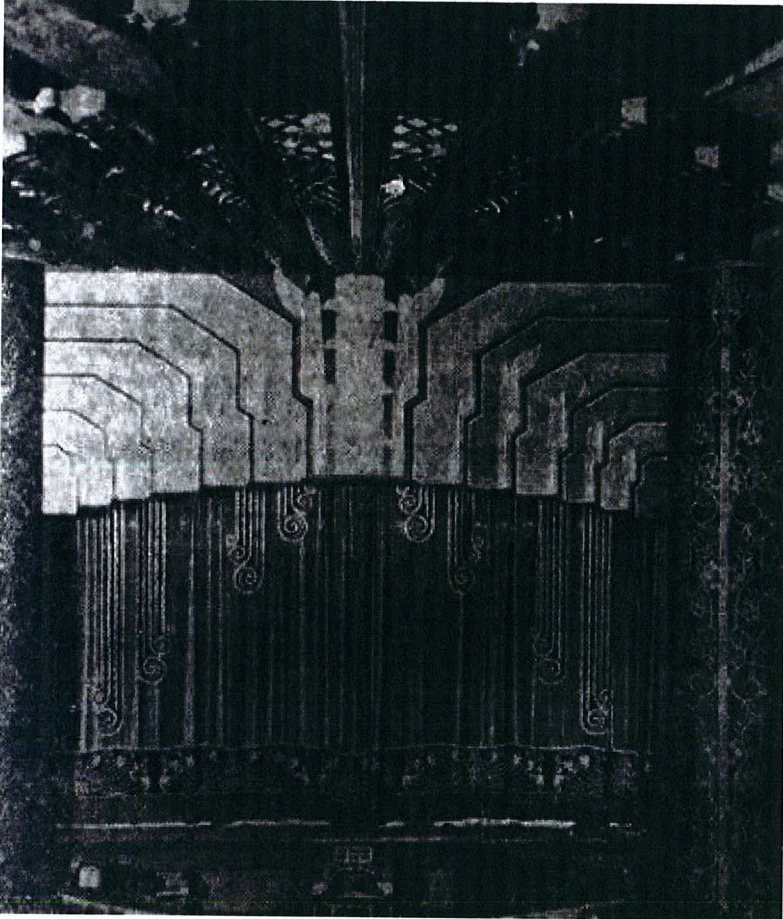
20. Recorder: Rose Ellis and Laura Linden

Organization: Save the UA Berkeley



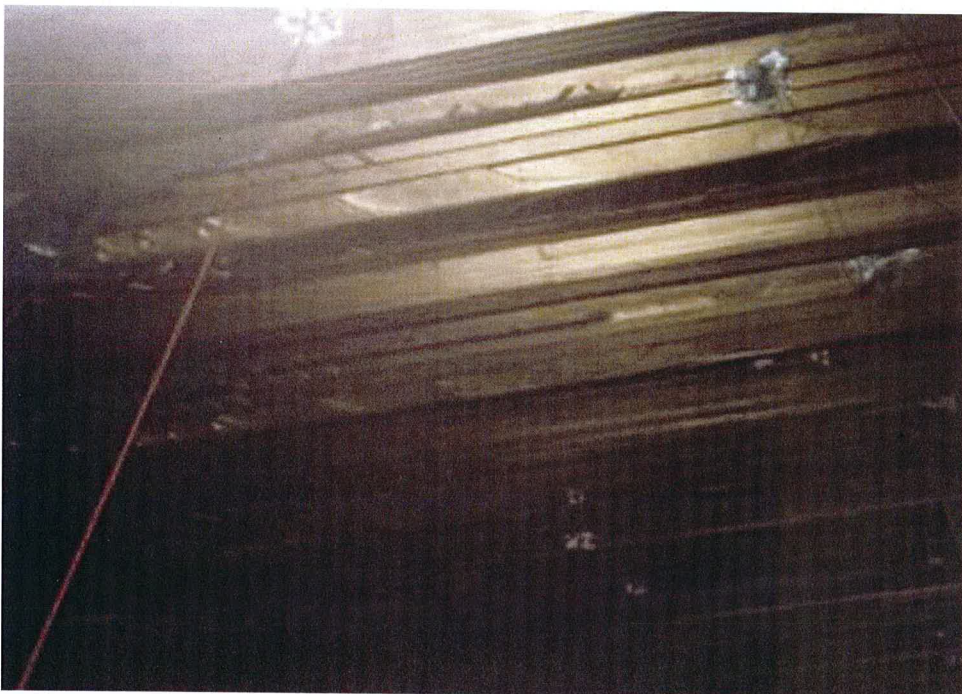
UA in 1972, shortly before divided into two screens. Steve Levin/Theatre Historical Society.

ADDITIONAL IMAGES AND DESCRIPTIONS OF INTERIOR



Stage, Proscenium & Sunburst. Berkeley Gazette, 1932

According to theater historian Greg King, the auditorium ceiling was created with an original Art Deco cast plaster. The sunburst on the ceiling contained rays in gold and silver. The plaster element ran from the face of the proscenium over the orchestra seating and stretched toward the balcony. The ceiling above the outstretched rays was composed of intricate grillwork, backed by hidden lighting, and the rays concealed more lighting, which was designed to up light the ceiling surface.



Sunburst on original ceiling, hidden behind false multiplex ceiling. Photo taken 2016, Greg King.



Artist rendering of proscenium winged figures. Rosslyn Manx, 2023.

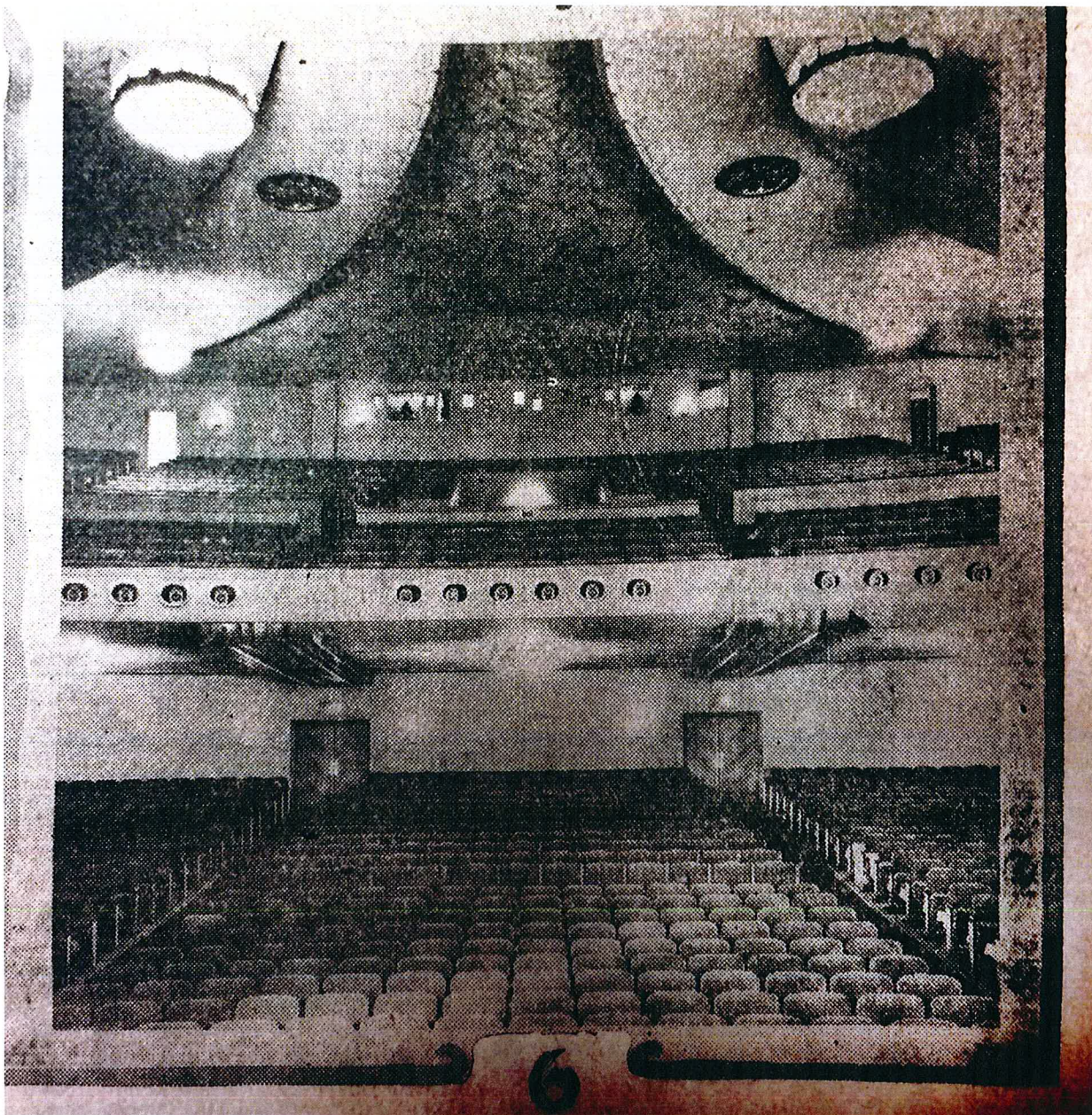
PROSCENIUM — (concealed behind retrofits)

The original stage opening, and proscenium arch were flanked by a pair of semicircular pillars and topped by a stylized frieze of twelve winged figures. The figures are cast in plaster and finished in gold. Figures left and right of center face towards a central cast plaster element suggestive of a fountain, and range from smaller to larger in size, as they repeat from opposite ends of the proscenium to its middle. The background

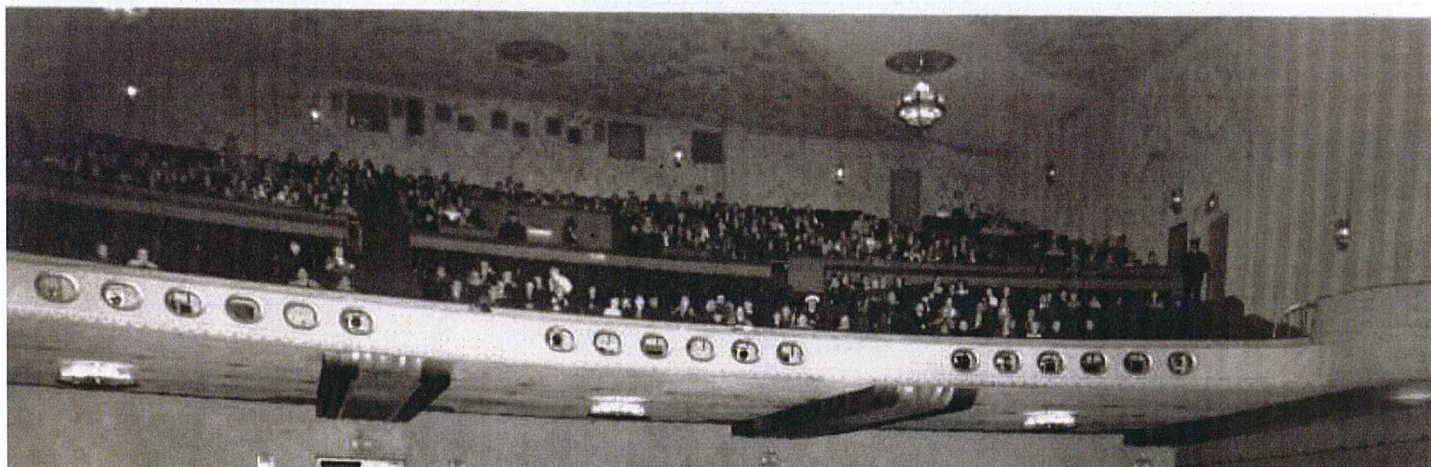
surrounding the figures consists of concentric horizontally and vertically stepped geometric patterns. (Descriptions in this section provided by theater historian Greg King.)



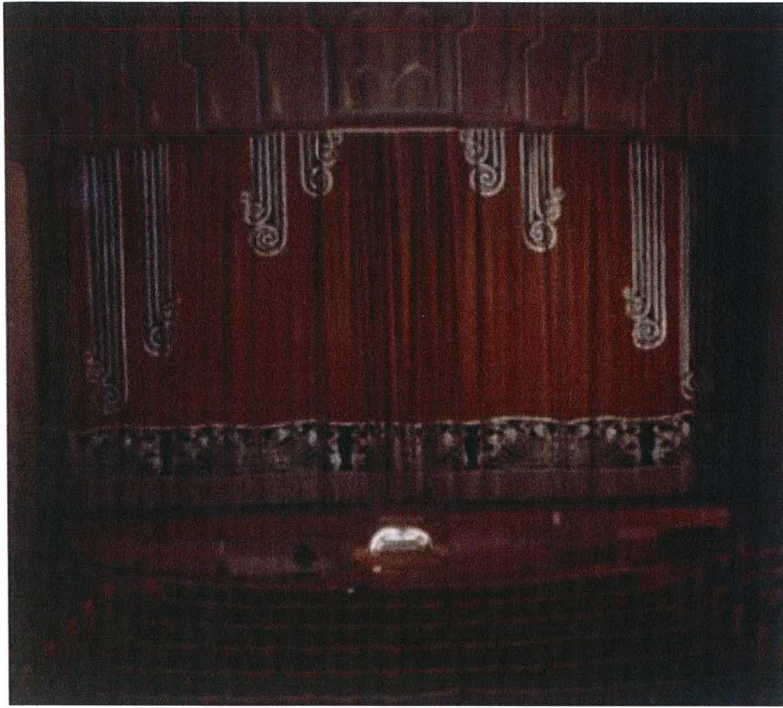
Photo of winged figures of proscenium hidden behind multiplex false walls. Taken by Greg King in 2016.



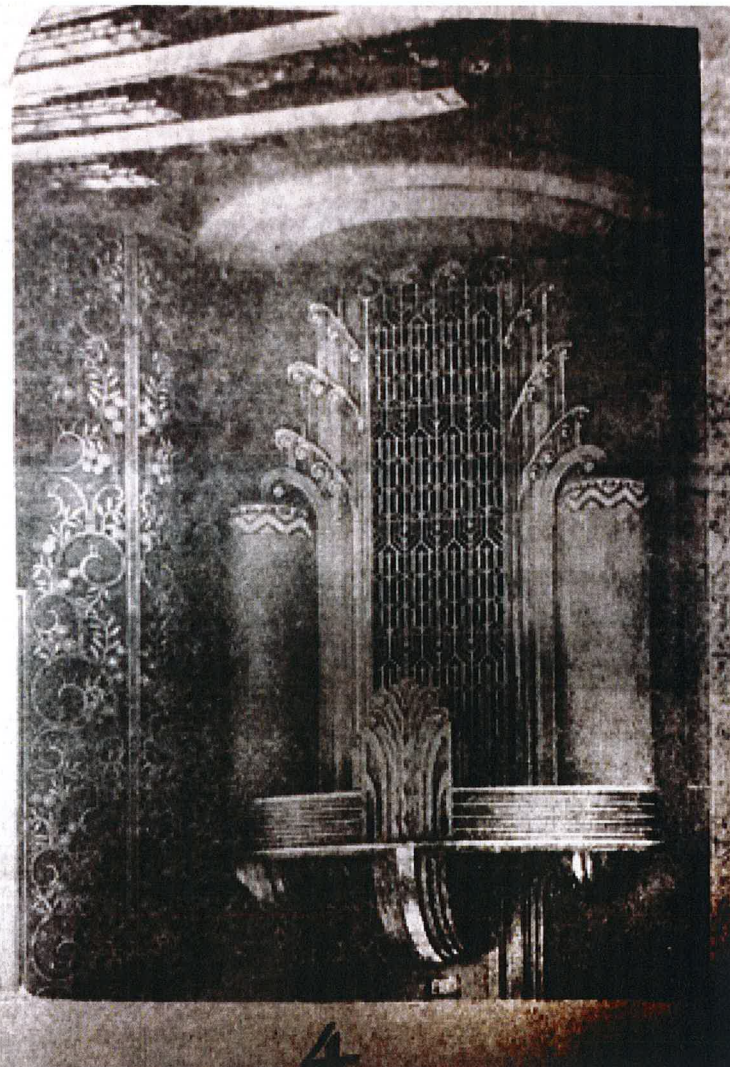
Rear of Auditorium. Berkeley Gazette, 1932.



Balcony photo, 1940s. Margaret Herrick collection. Walls and ceilings decorated with painted leaves, vertical stripes.



Proscenium curtain and winged figures late 1960s.



Right grille and sunburst. Berkeley Gazette, 1932.

ORGAN GRILLES — (concealed behind multiplex)

Both left and right organ grilles are thought to survive and are fronted by false balconies, hiding covers for uprighting the grilles. The grilles and false balconies were originally adorned with Art Deco patterned plasterwork with original metallic finishes. The grillwork was flanked by semicircular pillars, and is further accented above by a concentric, semicircular stepped ceiling.

FOYER LOUNGE — (converted to cinema auditorium)

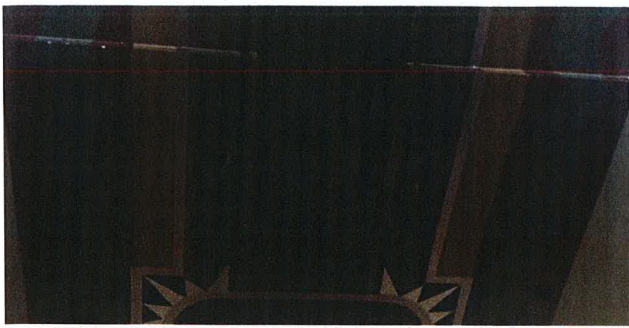
The Foyer Lounge was known to consist of early, or “High” Art Deco plasterwork, consisting of soffits, beams, and ribbed areas. Ceilings are thought to retain all original painting and Art Deco decoration with original custom light fixtures. A pair of silver sculpted bas reliefs adorn the walls opposite each other. They depict human figures, in a unique, modified Cubist/Art Deco hybrid style.



Foyer lounge walled off.



Lounge fixture, plaster ribbed ceiling.



Heinsbergen painted ceiling detail.



Foyer lounge fixture, medallion.



Foyer lounge medallion.

MEZZANINE LOUNGE — (converted to cinema)

The Mezzanine Lounge is thought to retain all its Art Deco plasterwork, lighting fixtures, and painted detail.



Mezzanine lounge outside of cinema walls at the right.



Mezzanine lounge cinema conversion.



Mezzanine ceiling in lounge.



GRAND LOBBY

Beveled French mirror.

The Grand Lobby is a four-story room with original plasterwork on the ceiling, lined by Modernistic engaged pillars. Three large, custom chandeliers are suspended in this space. Large French tinted mirrors surrounded by concentric, filigreed plaster arcs are accented with Art Deco painted details. Original, stylized murals on the engaged pillars were covered over with floral-patterned murals on canvas in the late 1940s-early 1950s. The original paint on the

ceiling was painted over and simplified at that time. The original entrance doors

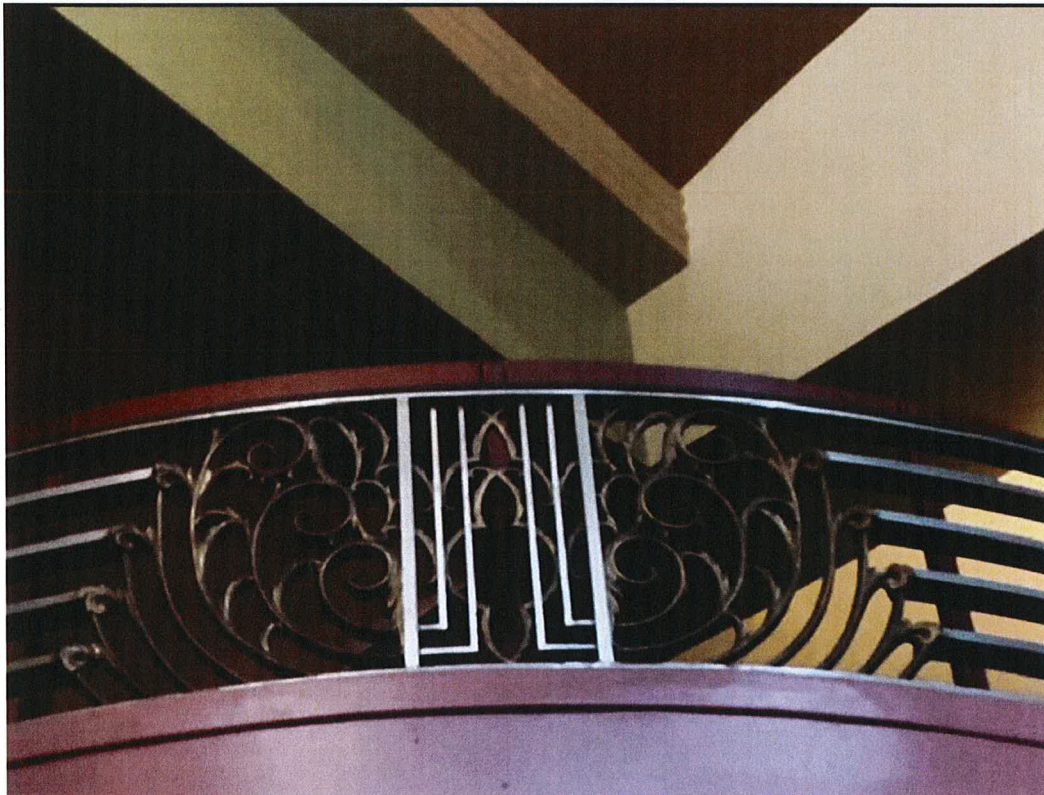
remain, and feature fine woodwork, and most retain panels of simply patterned, original sandblasted etched glass. Inlaid, patterned wood doors also exist at the entrances to the Auditorium.



*Grand lobby,
February 2023.*



Mezzanine overlook, railing, and vertical elements.



Floral insert design and aluminum rail.



Overlook of railings with horizontal and vertical elements.



ALUMINUM SILVER RAILINGS

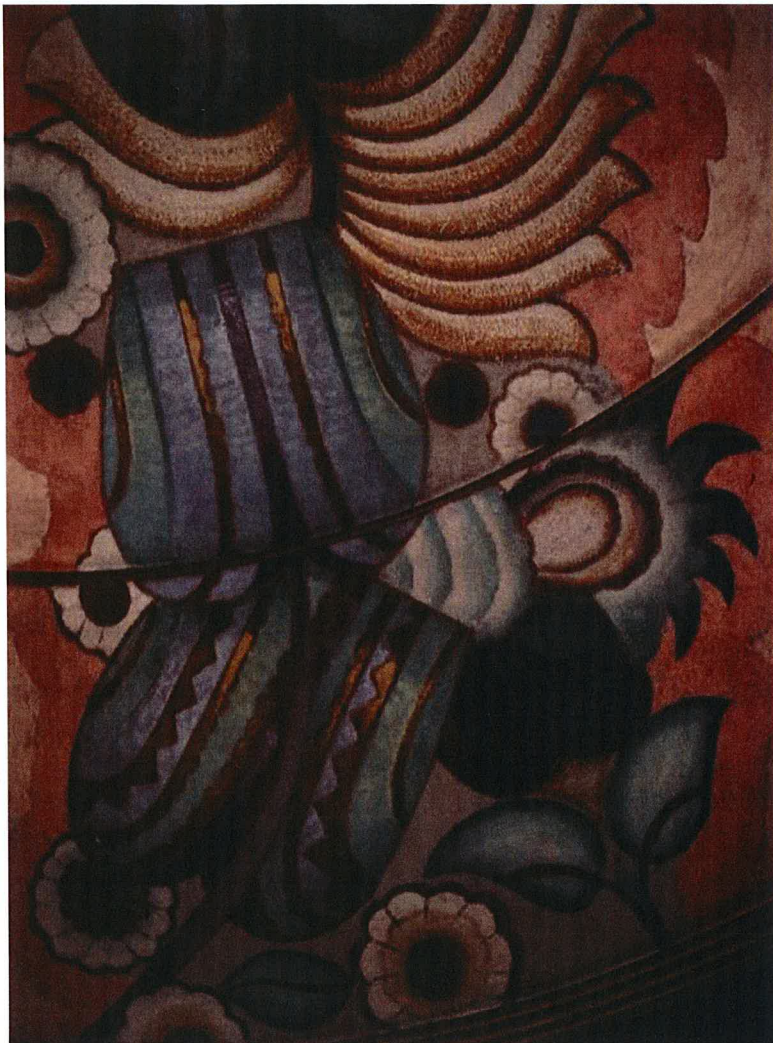
Polished aluminum railings overlooking the Grand Lobby and adorning the stairways from the Inner Foyer to the mezzanine were produced locally, using a then-new production technique to create bends and returns not possible before. These railings, with their combination of Futurist Modern sleekness and floral-patterned cast inserts, rival some of the finest examples of such work in other buildings, including New York's Radio City Music Hall, and Oakland's Paramount Theatre.

Berkeley Gazette, Sept. 15, 1932.

INNER FOYER MURALS

The two original murals adorning the Inner Foyer are paintings in oils on canvas, adhered to the curved walls. They represent the finest Art Deco scene painting that was produced by the famous Heinsbergen Decorating Company at the time. The floral patterns painted on the textured ceiling above the murals are likewise the work of Heinsbergen and are unique among the studio's output.

Inner foyer recessed mural and ceiling detail.





Heinsbergen mural inset on wall.



Bronze grille.

VESTIBULE WITH BOX OFFICE



Two layers of original mahogany doors with etched glass panels separate the front vestibule from the grand lobby. Underneath the early '80s rainbow design is the original ornamental plasterwork from the early '30s, according to historian Greg King. Source: Ximena Natera, Berkeleyside.



Close up of etched glass design of the original mahogany doors. Source: Gary Parks.

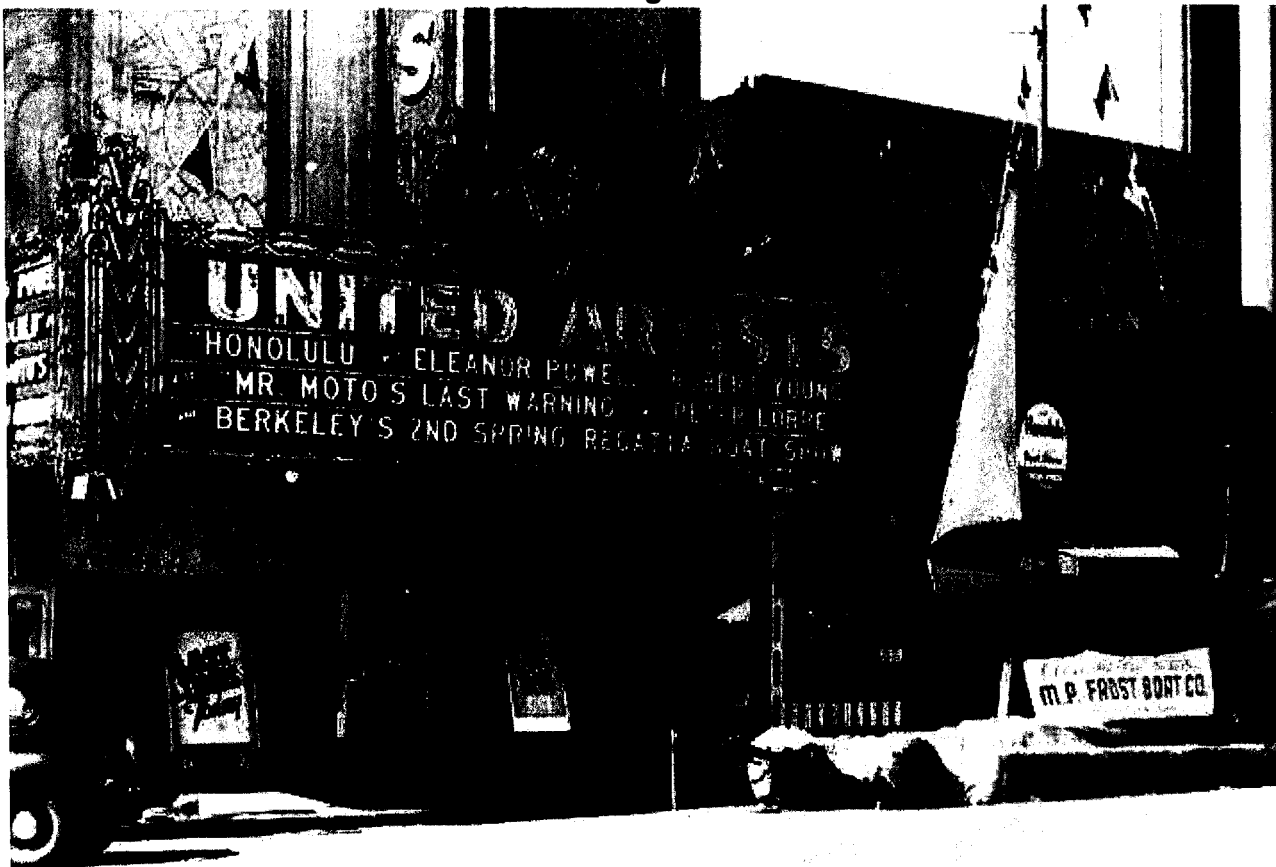
ADDITIONAL EXTERIOR PHOTOS OF THEATER



Daytime street view of the UA after it opened in Sept. 1932. Credit: Berkeley Architectural Heritage Association.



Street event in front of UA, 1938. Margaret Herrick collection.

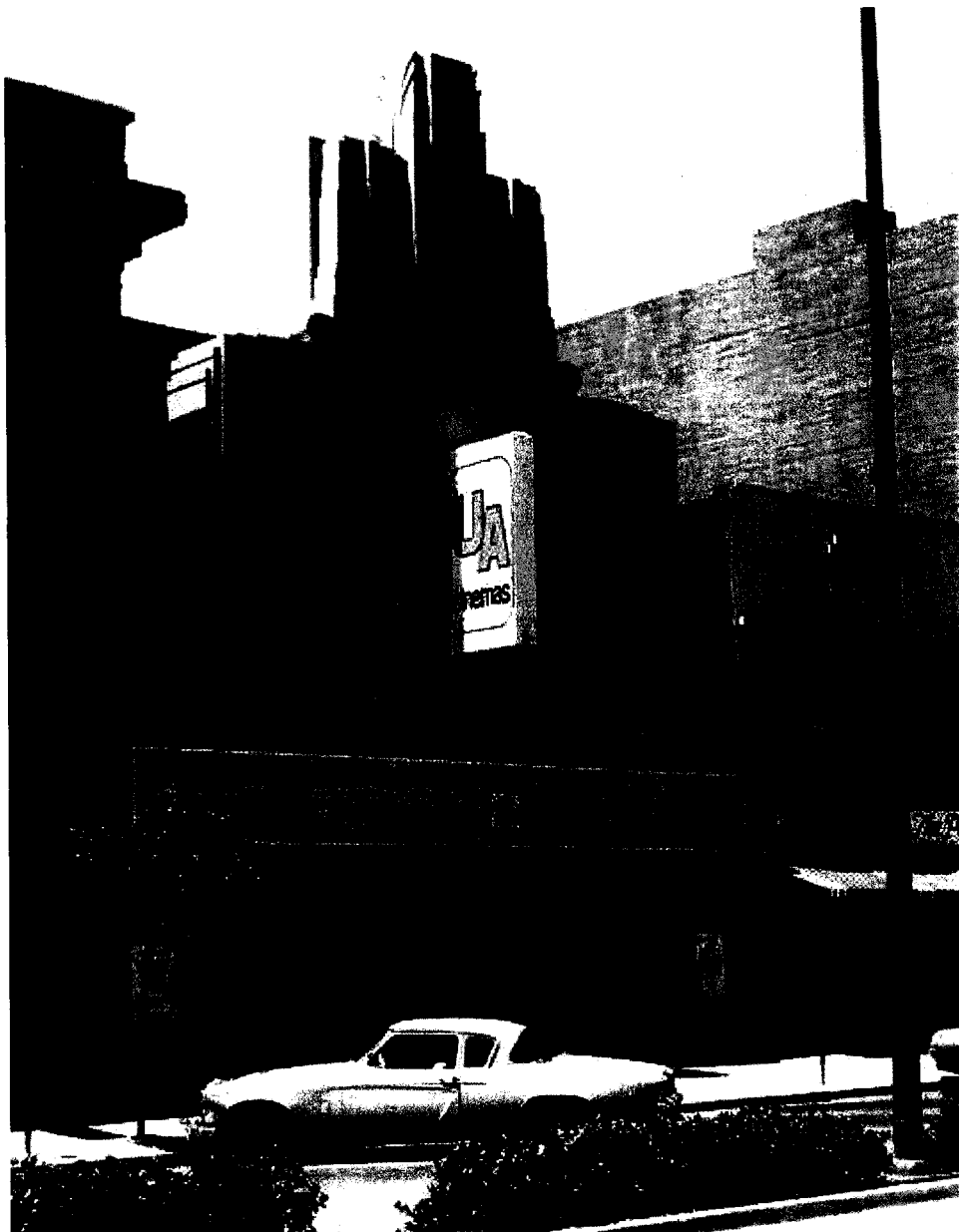


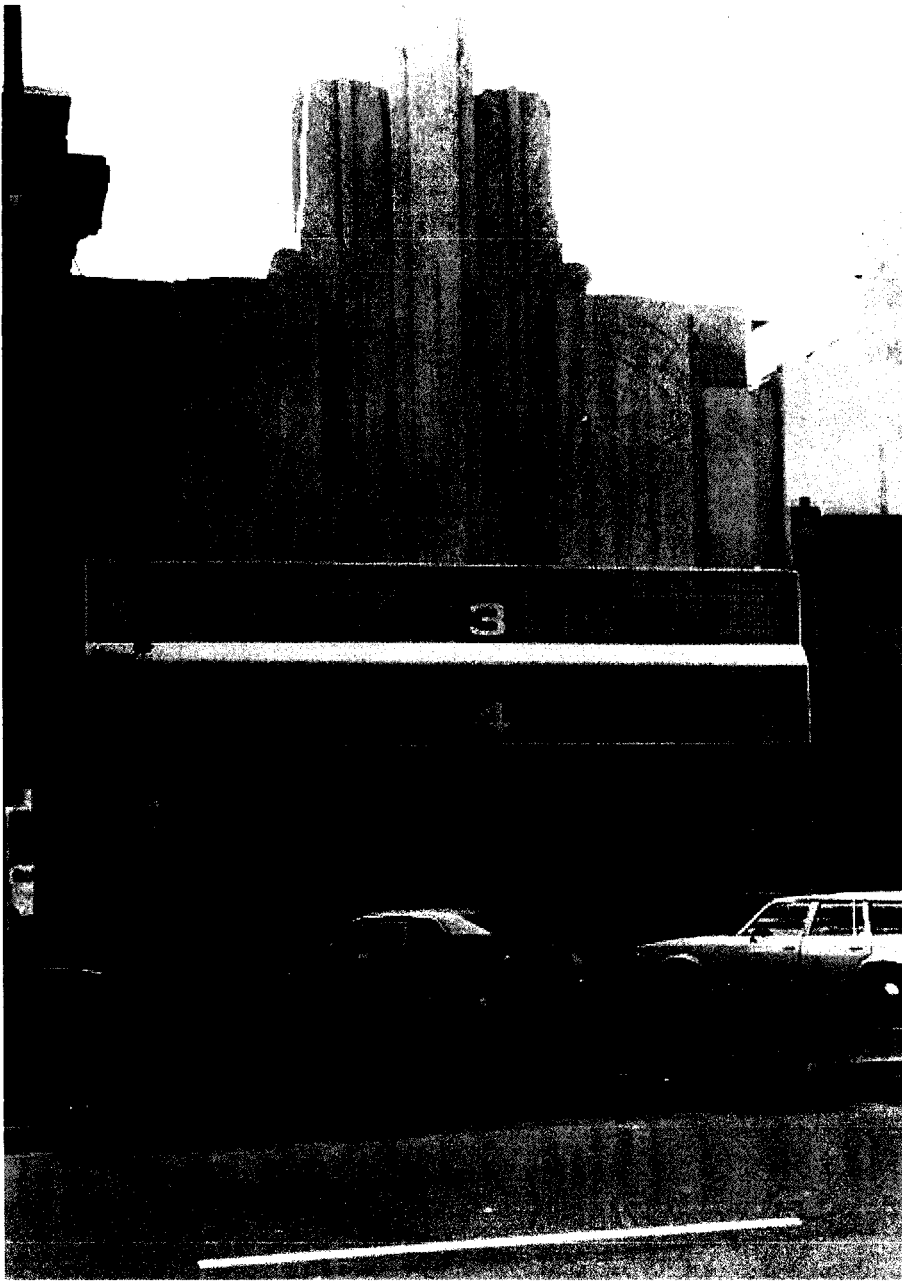
A movie promotion in front of the UA Berkeley in 1939. Credit: Gary Parks/Jack Tillmany Collection.



UA Berkeley in 1968. Source: Steve Levin/Theatre Historical Society of America.

After the theater was divided into two auditoriums, approximately 1974. Credit: Gary Parks/Jack Tillmany Collection.





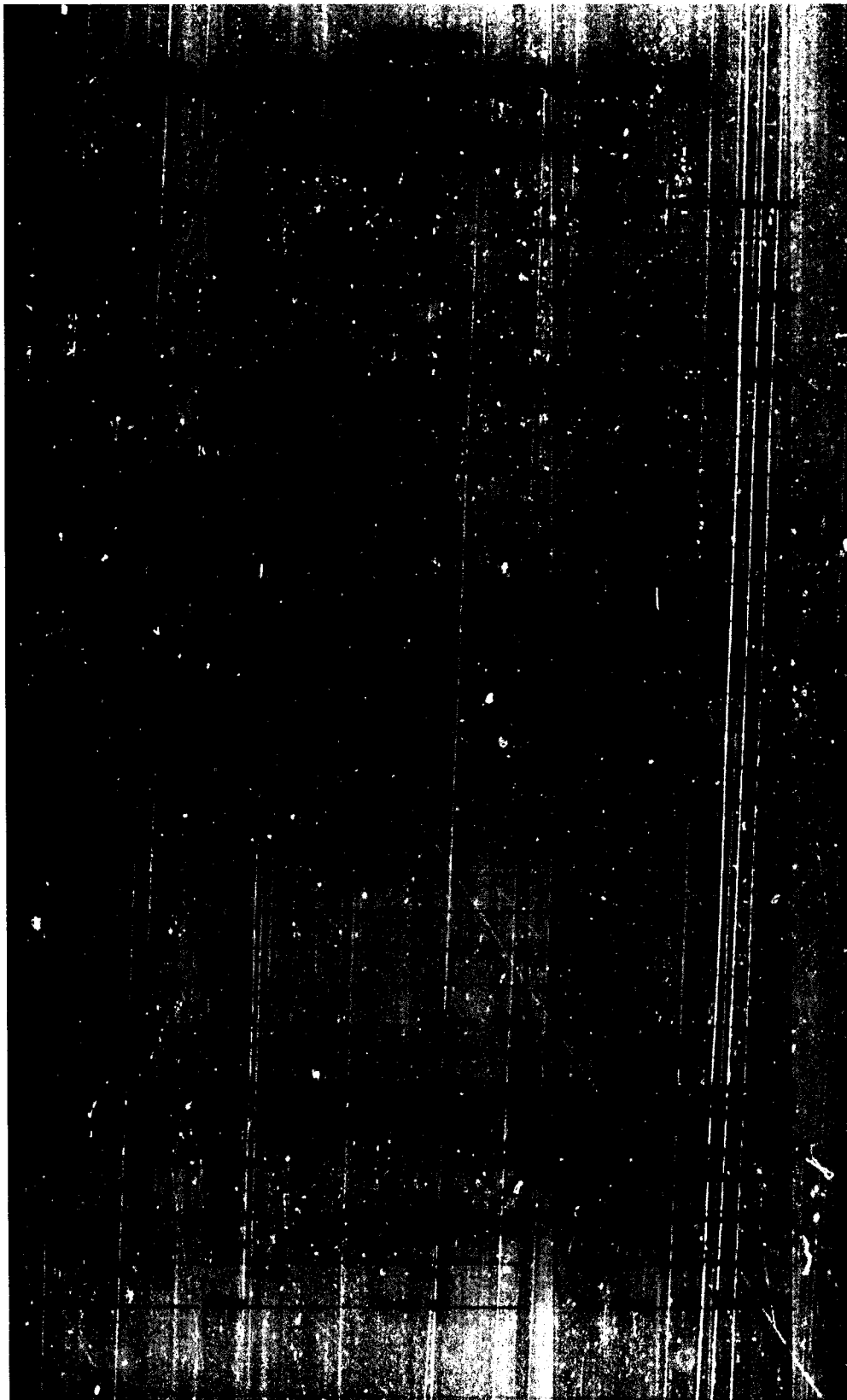
The UA as a fourplex, approximately 1980. Credit: Gary Parks/Jack Tillmany Collection.

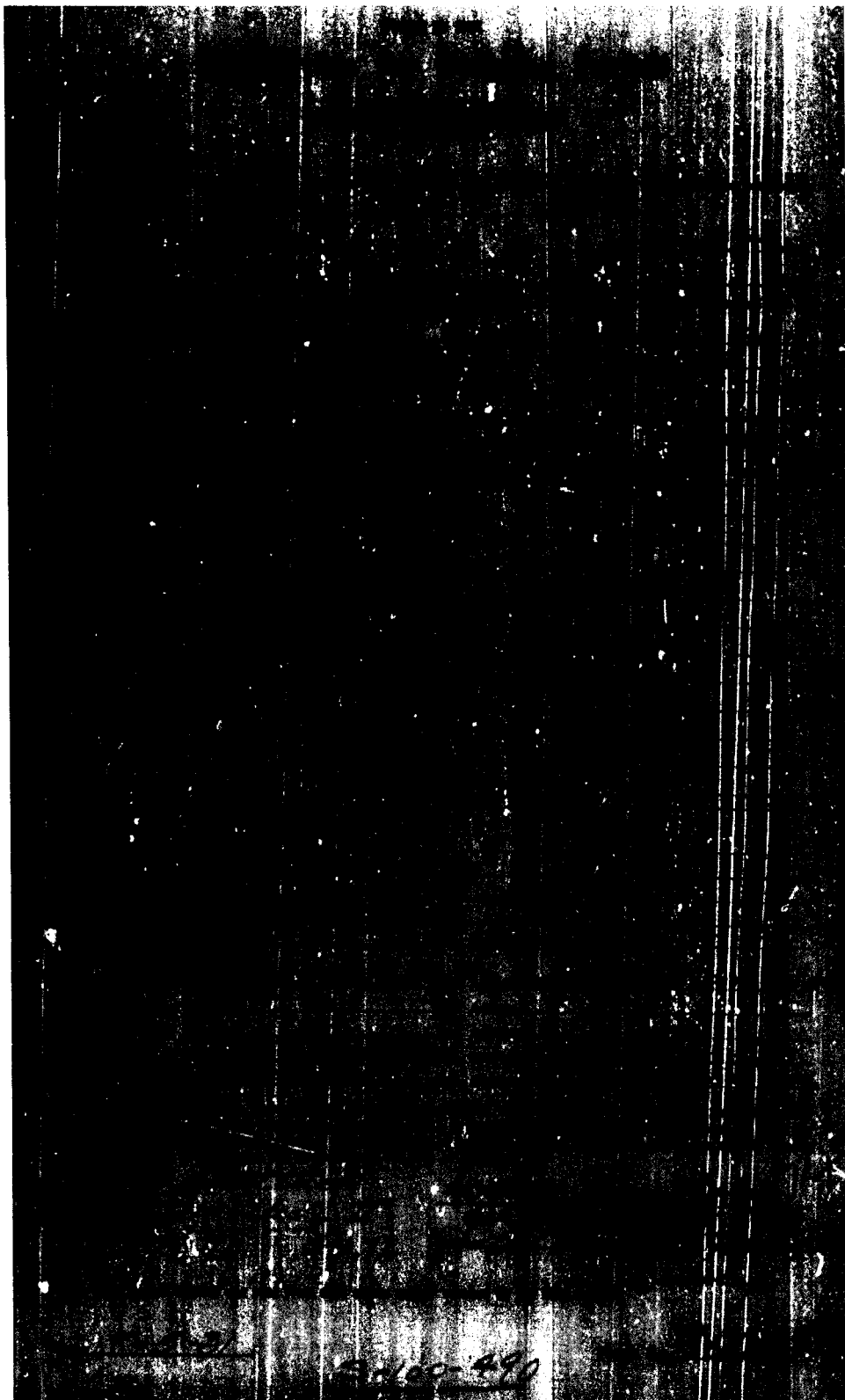


A more recent photo of the UA facade and marquee, showing the WPA-style Unity and Artistry motif.

CITY BUILDING PERMITS

*Application for Building Permit,
Alteration and Repairs, no.
36015, June 15, 1931*





*Application for Building
Permit, Class A-B and C
Building, no. 36095, Aug. 5,
1931*

WRITE IN INK

Application for Building Permit

CLASS A-B AND C BUILDING

Application is hereby made to the Department of Buildings and Inspections of the City of Berkeley for permission to build a 1 story 4 balconies Class A building. (Type I) on the WEST side of SHATTUCK AVE Street Approx. meet NORTH of PARK ROFT. street. Being Lot No. _____ Block _____ Tract _____ According to plans and specifications herewith submitted. All provisions of the Building Law will be complied with in the erection of said building whether specified herein or not. Estimated entire cost of building \$ 16,000 Extreme height of building 60' ft. Size of Lot 36' x 112' 16,000 sq. ft. Size of proposed building CONVINE 14 ft. by _____ ft. Building to be occupied as CLASS A THEATRE BLDG. by (No.) _____ families.

Application for Building Permit, Class A-B and C Building, no. 36685, Feb. 3, 1932

	WALLS			PIERS OR COLUMNS		JOISTS			GIRDERS		
	HEIGHT	MATERIAL	Thickness PER STORY	MATERIAL	SIZE	MATERIAL	SIZE	LONGEST SPAN	MATERIAL	SIZE	LONGEST SPAN
Footings	see										
Foundations	Plans										
Basement	and										
1st Story				Specifications							
2nd Story											
3rd Story											
4th Story											
5th Story											
6th Story											
7th Story											
8th Story											

Handwritten notes in table:
 - Joists: 2x6 @ 19" o.c. Total cost \$16,000
 - Girders: 12" x 12" @ 5' o.c. Total cost \$16,000
 - Total cost: \$16,000

Light shaft wall covering to be of _____
 Roof covered with 2" CONC & T.C. Pitch 47° radius
 Chimneys of _____ lined with _____ any patent flues? _____
 Gas grate flues to be patent chimney or brick? _____
 Any dumb waiters or chutes? _____ Any elevator (freight or passenger) _____
 Cove brackets will be solid.

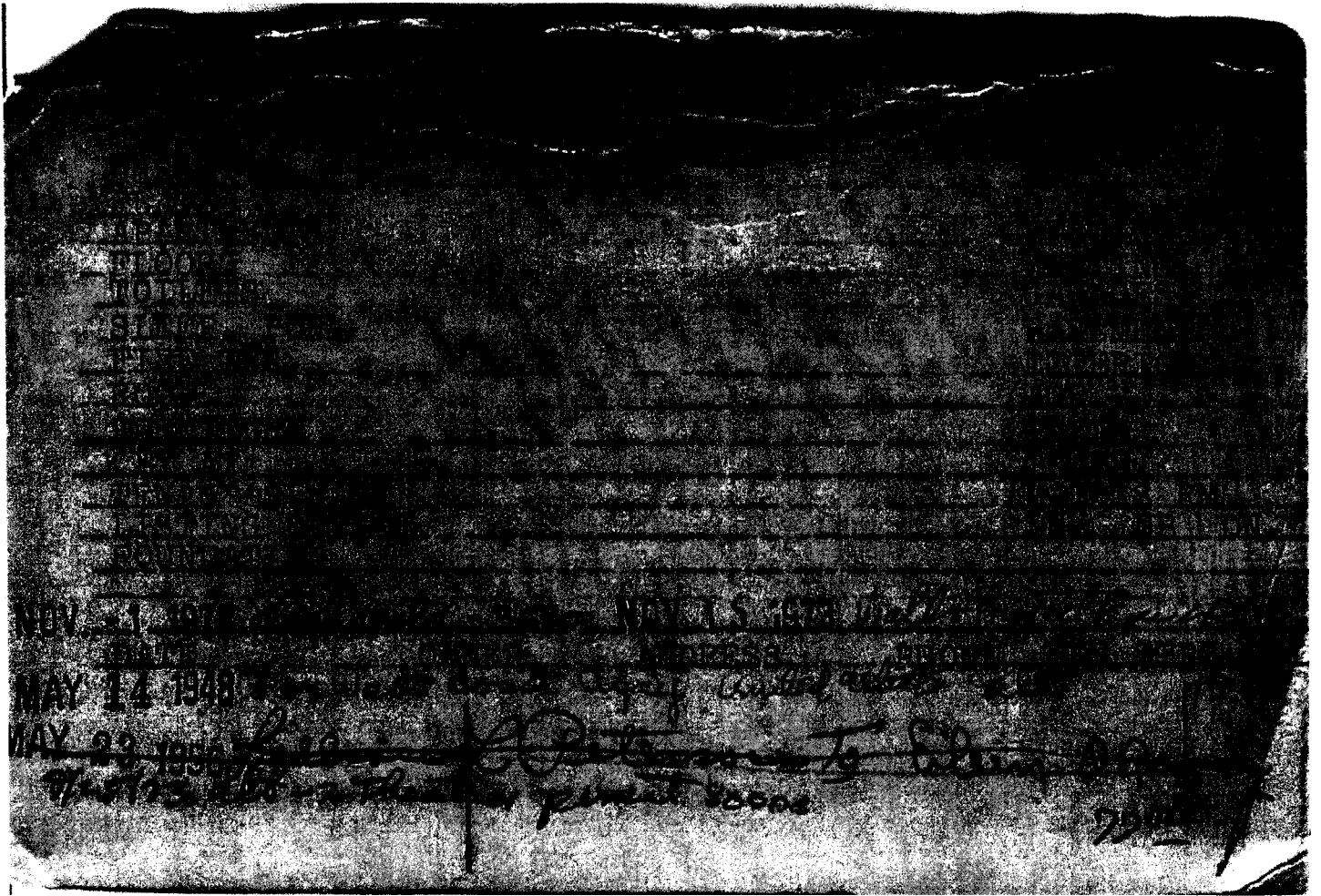
Name of Owner of Ground THEATRE ARTISTS THEATRES Address 1031 N. FARMER HILLWAY - CA
 Name of Owner of Building OPERA LTD Res. Address _____
 Name of Lessee of Building _____ Res. Address _____
 Name of Architect or Designer HENRY E. FRENCH LTD Bus. Address 1031 S. Broadway, Los Angeles
 Name of Builder CAHILL BROS. Bus. Address SAN FRANCISCO

I hereby agree to save, indemnify and keep harmless the City of Berkeley against all liabilities, judgments, costs and expenses which may in any wise accrue against said City in consequence of the granting of this permit, or from the use or occupancy of any sidewalk, street or sub-sidewalk space by virtue thereof, and will in all things strictly comply with the conditions of this permit and Ordinances of the City of Berkeley.

2274 Shattuck
507 798
 Signature of _____, Architect
 Address 1031 S. Broadway, Los Angeles - Calif.

This Permit expires one year from date unless sooner revoked by the City Council.

Date FEB -3 1932 Permit No. 36685
S-150-539



Another city permit document. Source: BAHA.

STARS WILL ATTEND THEATER OPENING

\$300,000 United Artists Theater To Be Dedicated

Modern picture stars, film studios and theater executives... The new theater, one of the most ambitious theater structures in the West... will be opened by the Fox West Coast Theater Corporation.

FOX WEST COAST OFFICIAL SEES DEPRESSION END

Charles E. Smith, president of Fox West Coast Theater Corporation... He said the theater will be opened in the near future.

DIVISIONAL HEAD IS PROUD OF NEW HOUSE



Elmer C. Hanks, divisional head of Fox West Coast Theater Corporation, is proud of the new theater.

WILL ROGERS' FILM, 'DOWN TO EARTH,' TO BE OPENING FEATURE

In presenting Will Rogers in "Down to Earth" Charles E. Smith... will Rogers, whose comic wit and genuine philosophy captured the hearts of the people.

ELMER C. HANKS IS RESPONSIBLE FOR FURNISHINGS

Elmer C. Hanks, divisional head of Fox West Coast Theater Corporation... is responsible for the furnishings of the new theater.

RESIDENT MANAGER IS VETERAN THEATER MAN



Charles E. Smith, resident manager of the United Artists Theater, is a veteran theater man.

NOTABLES WILL ATTEND OPENING

The opening of the United Artists Theater... will be attended by a number of notable figures from the theater and film industry.

JOSEPH SCHENCK DEVELOPED STARS

Joseph Schenck, producer of the United Artists Theater... has developed many notable stars.

UNITED ARTISTS OFFICIAL IS HERE FROM LOS ANGELES

Charles E. Smith, official of the United Artists Theater... has returned from Los Angeles.

CIVIC LEADERS LAUD BUILDERS OF THEATER

Civic leaders of Berkeley... have lauded the builders of the United Artists Theater for their contribution to the community.

A.S.U.C. CARDS CUT STUDENT ADMISSIONS

The Associated Students of the University of California... have cut student admissions.

PETERSEN ASSISTS IN THEATER PUBLICITY

John Petersen, actor... has assisted in the publicity for the theater opening.

House Staff Is Ready for Duty



The house staff of the United Artists Theater is ready for duty.

United Artists Theater Facts

There opens Friday night at 8:15 p.m. Fox presentation stars prominently at 8:30. Fox shows open at 9 o'clock show. Movie stars presented and second show starts at 9:30.

FAMED FILM STARS TO ATTEND OPENING

Famed film stars... will attend the opening of the United Artists Theater.

THEATER TO BE DEDICATED

The United Artists Theater... will be dedicated on September 15, 1932.

Daily Gazette coverage of UA opening, Sept. 15, 1932.

EIGHTEEN

SPARKLING ICE WATER FOUNTAINS ARE WORKS OF ART

Patrons of the new United Artists Theater are going to be particularly pleased with the two large and beautiful Roman drinking fountains, one on the main floor and the other on the mezzanine. Ice water flows from both of them through the latest electric water cooling device installed by W. H. Fiorand, Inc., which had the plumbing contract.

In speaking of the theater's sanitation, W. H. Fiorand said today that it is the finest and most up-to-date to be found in any theater in the country. "I want to thank the United Artists Corporation for giving us the contract and I want to assure the public that the theater has perfect sanitation and proper fire protection through thermostatic controlled equipment."

"The United Artists Corporation specified the best in sanitation and insisted upon having the best and we gave them the best. As sanitation engineers we are proud of the United Artists Theater and we have extended an invitation to all in our line to see what we believe is perfect theater plumbing."

"The people of Berkeley should be proud of their new theater and should generously support it, for the United Artists Corporation certainly is deserving of this support for giving the City of Berkeley such a wonderful theater."

Marquee and Lobby Are Made Attractive

A marquee, modernistic in design and extending to the curb to provide shelter during the rainy season, gives a metropolitan air to the new United Artists Theater. Hundreds of high powered lights will provide a dazzling light.

The ticket office in the lobby has been equipped with the latest type of ticket machines and money changers to facilitate speed and to prevent mistakes. The booth is electrically heated and ventilated and has a telephone switchboard so that the cashier may get in touch immediately with all parts of the theater as well as the outside.

There also is a special burglar alarm attachment which can be operated by the cashier without her apparently moving her hands.

Metal Work Is From Liberty Iron Works

One of the most striking features of the interior decoration of the new United Artists Theater, is the architectural metal work applied on the stair rails, the grille in the main lobby and the frames for the large mirrors and poster panels.

This work has been done in strict consistency with the modern architectural lines of this entire project. It is significant for this modern design that metals have been used which have been developed in very recent years, thus, most of the interior metal work is of aluminum alloy which has been perfected for this purpose.

In earlier days aluminum was hardly known to be used for ornamental purposes. However, today's chemists have made it possible to turn out aluminum which has a highly finished, non-corrosive surface, which in many ways resembles silver more so than other metals ordinarily used for ornamental purposes.

The graceful lines of the wide, horizontal members of the aluminum railings which follow the slopes of the stairs and the curves of the balconies are unusually decorative. This work, as well as the interior metal cornice and all other architectural metal work on the building has been executed by the Liberty Iron Works, Inc., of Emeryville, in close cooperation with the architect.

The Liberty Iron Works Inc. is the largest and best equipped East Bay firm in its line and for many years they have experimented with problems which have successfully been made use of on this building. It is, therefore, with pride that this firm points to the United Artists Theater as one of the most outstanding modern projects of today.

This architectural masterpiece is an accomplishment which undoubtedly is pioneering a new era in the field. We can, therefore, safely anticipate to see new store buildings, office buildings and public buildings make use of the same ideas which have been carried out in the metal work on the United Artists Theater.

NEW THEATER HAS MAGNASCOPE SCREEN

Innovations at the United Artists Theater include the very latest in magnascope screen control. Due to the increase in pictorial effectiveness gained through its use, the screen has won instant favor wherever it has been employed.

It is a special and important item in showing animated cartoons, news reels and travel picture.

ACOUSTICS ARE PERFECT, SOUND EXPERTS DECLARE

Patrons of the new United Artists Theater will find the auditorium perfect in acoustics, according to Western Electric talking equipment technicians who have been experimenting in sound perfection there during the last two weeks. Every late improvement known to modern day electrical and sound engineering is included in the theater's talking equipment, according to Manager Clarence L. Law.

Sound pictures and sound engineering are no longer in their infancy and where acoustics of a theater were considered a matter of luck in the past today they are accomplished by perfect designing and by using material in walls that will prevent echoing.

To meet the problems of sound pictures in the United Artists Theater a special sound absorbing plaster was used which prevents all reverberation and yet allows all tones the fullest measure without deadening any part of the house.

Seats Aid Acoustics
The 1800 theater seats were not only planned for comfort and color scheme but they also were constructed with the idea of aiding the acoustics. Older theaters have no means of combating the ever changing acoustics due to the ever changing number of occupied seats. The construction of the United Artists Theater seats is such that sound is not affected either by a completely full house or by only a few rows of filled seats.

Ladies' Parlors to Meet With Approval

The ladies' lounging room and parlors of the new United Artists Theater are certain to delight women patrons, for nothing has been spared to make them comfortable, commodious and artistic. Overstuffed furniture, lounges and individual chairs, beautiful French plate glass mirrors and lighting are more inviting.

Carpets are in the latest shade of light brown and walls, upon which are artistic stenells, are a delicate shade of gray. The main lounging room will be equipped with smoking stands. At the right is a dressing room with full length mirrors. The wash room is finished in white and lavender tile.

Just Pleasant Reflections



"Is my hat on straight?" Miss Theresa Caheri, secretary to Manager C. L. Law of the New United Artists Theater, asks herself. One of the large French glass mirrors in the main foyer of the new theater clearly and accurately reflects, "Yes."

LOUNGING ROOM IN FOYER IS HANDSOME

In addition to spacious men's and women's lounging rooms of the United Artists Theater there is a general assembly lounging room adjoining the main foyer where patrons may sit and talk while waiting for a feature to start. From the comfortable lounges it is possible to have an unobstructed view of the spacious foyer and lobby which are on a par with metropolitan motion picture palaces.

SMOKING ROOMS TO DELIGHT MEN

The men's rest and smoking parlors of the new United Artists Theater have all the comfort of a clubhouse. In the smoking room are lounging chairs with smoking stands at each chair. Attractive stand lamps reflect the luxurious trimmings in light brown and rust carpets. Athletics is the feature of the general design, the walls being stencilled with various sports—football, baseball, track, polo, hunting and fishing, tennis and basketball.

SEATS DESIGNED TO GIVE REAL COMFORT

Air cushioned, silent seats, better than lounge seats in even many of the newer theaters, will afford supreme comfort to United Artists Theater patrons. They are roomy, have comfortable back and full cushioned bottoms all finished in heavy leather cords of almost a velvet tissue.

Every seat has an unobstructed view of the stage, for there are no posts. The front rows are far enough back from the wide orchestra pit to make the seats desirable as it is not necessary to lean backward in them in order to see the screen.

Another outstanding feature of the seating arrangement is ample space between rows so that patrons do not have to stand up to enable others to pass by them. It can well be said that there is not a poor seat in the spacious auditorium and balcony which will easily accommodate 1800 persons. There are several rows of logs seats in the center of the main floor and in addition there is a log mezzanine which are the last word in comfort.

Projection Room Is Called Best in West

Electrical experts have hailed the projection room of the new United Artists Theater as the finest on the entire Fox West Coast Theaters circuit. More than twice as large as most projection rooms, it has been built with plenty of ventilation for operators and includes double ceilings as an extra precaution.

Three picture machines and a double set of generators prevent the possibility of breakdowns and interrupted programs. There is a completely equipped panel board with numerous innovations including an improved magnascope screen control. Three large spotlights are also operated in this room.

All motor generators have been placed in sound-proof compartments so that patrons will not be disturbed by humming motors or other noises. The projection room has been made strictly fireproof with automatic fire-proof doors and sprinklers operated by thermostatic control.

MANAGER'S OFFICE

Manager C. L. Laws of the new United Artists Theater can remain at his desk and still be in constant touch with every part of the theater through intricate telephone lines. His office is at the end of the mezzanine floor.

Stage Will Please Patrons, Performers

The United Artists Theater stage is built in a manner which will please theatergoers and actors alike, for it is deep, wide and has every stage appliance to handle front drops, side backdrops, wings and flies. The stage is 36 feet deep, sufficient to present all kinds of stage situations at any time there is demand to offer vaudeville here.

At the extreme left are a dozen dressing rooms, each fully equipped for performers with mirrors, special lights and hot and cold water. These take the stage floor and two upper floors.

At the extreme rear is a wide door sufficiently high to enable all kinds of stage scenic sets to be unladen easily. Sound equipment is so installed that it can be hoisted into the flies out of the way, allowing use of full stage.

An elaborate master switchboard is to the right directly behind the proscenium arch and from here the entire lighting of the auditorium as well as stage is controlled.

Furnishings Are Most Luxurious

Furniture, drapes and carpets in the new United Artists Theater all have been chosen with a view of upholding the modernistic theme expressed in the architecture and interior decoration which are a free adaptation from the Spanish Renaissance.

Heavy velvet carpets in all over design of red, green, orange and gray are used in the main foyers and on the stairways. Modernistic and Spanish type Chesterfields and elaborate occasional chairs make up the furniture of the numerous lounging rooms on the main floor and on the mezzanine. Drapes are in harmony and there is a wealth of unique ornamental floor lamps.

The women's cosmetic room, adjoining the women's smoking and lounge rooms, has a delicate shade of blue color scheme. Ostly mirrors equipped with wrought iron electric fixtures surmount legless dressing tables in light blue with pedestal chairs to match.

In the main lounging room is a beautiful period table and statuary. Beautiful Roman drinking fountains add to comfort and the artistic.

USHERETTE ROOM

Usherettes at the new United Artists Theater have an attractive dressing room on the mezzanine floor. It is equipped with individual lockers, comfortable chairs and wash room.

EAR PHONE SETS ENABLE DEAF TO HEAR IN THEATER

Berkeleyans with defective hearing will delight in the news that the new United Artists Theater is equipped with special ear phone sets attached to seats so that the hard of hearing and even those almost stone deaf will be able to enjoy the dialogue of motion pictures. Two entire blocks of seats have been so equipped.

Those wishing to avail themselves of this service have only to notify an usherette. A small deposit is required from patrons when they receive the special ear phone attachment, but it will be refunded as soon as they return the set. These sets are sterilized after being used.

The special ear phone sets were first used in Berkeley in the Fox California Theater and the management was showered with praise from hard of hearing persons, especially the aged, for providing them with a means of enjoying talking pictures. Realizing the much pleasure they have given the deaf, Manager Clarence L. Laws of the new United Artists Theater made arrangements to have even more of these sets installed in the United Artists Theater than in the Fox California.

The sets are so made that they are inconspicuous. It is almost impossible for anyone sitting beside a deaf person to realize the man or woman next to him is "hearing" the picture through an electric device. Special wires are run to the seats under the floor. These pick up the sound reproduction directly from the Western Electric loud speakers back stage.

"The Fox West Coast Theaters has always endeavored to please its patrons," says Manager Laws, "and we especially wish to aid those whose ears and eyes are impaired. We have arranged the ear phones on a group of seats near the front to accommodate those who are hard of hearing and near sighted as well. Far sighted but deaf persons may have seats further back."

CLOAK ROOMS

Cloak rooms with checking are provided on the mezzanine floor of the new United Artists Theater which will be formally opened tomorrow night. This is an innovation as far as Berkeley is concerned. The cloak rooms also will be available for checking of parcels and should prove of special service to women shoppers who attend matinees.

UNITED ARTISTS SECTION

NOTED ARTIST WILL BE HEARD AT CONSOLE

Floyd Wright, known as a great solo organist throughout the West and more recently retained organist at the Fox California will be at the console of the beautiful new organ of the United Artists Theater. Perhaps no organist of his age has had so much experience, especially in theater work.



Floyd Wright, one of Fox West Coast Theaters' outstanding organists, who will be heard at the console of the new United Artists Theater.

An organist in a country church at the age of seven, Mr. Wright, now 18, is a member of the United Artists Theater and in such capacity is supervising daily programs with a deft touch of originality. In his future programs he will endeavor to carry out suggestions of patrons as to interesting and types of music in general.

Wright is one of those gifted young men who may well be called a born musician. His early boyhood was spent on a ranch in the State of Washington and the interest to music that he heard was one of the old fashioned photographs which ground out a limited number of records.

Opening of Theater Will Be Democratic

A democratic opening, stressing the policy of standard prices, will be observed by the United Artists Theater, according to A. M. Berwin, manager of Fox West Coast Theaters in the Northern California division.

"The United Artists Theater will carry the whole picture and double capacity event to the theatrical history of Berkeley, we wish also to keep it democratic in every particular," Berwin said today.

"We feel that this innovation will be much appreciated by the general public, all the more so because in the past it has been the regular custom throughout the country to charge special prices for the opening and to reserve seats in advance."

It is believed that Berwin's attitude will be commended for its simplicity, its avoidance of distinction in the matter of prices and reserved seats and for the opportunity it affords everybody to enjoy the opening of Berkeley's newest and most up-to-date and beautiful theater.

From Portland the Wright family moved to Petaluma. Wright attended high school during the day, played in motion picture theaters nights and was organist at the Presbyterian Church Sunday. Graduating from high school, Wright came to Oakland where he became organist in the old Palace Theater. His work there attracted attention and he went to the Grand Theater in San Francisco where he remained more than a year. Then came the Granada Theater for two years, the Fox U. C. Theater in Berkeley, the Grand Lark Theater in Oakland. He was in the latter theater three years before coming to

the Fox California. In addition to theater work he has filled radio engagements.

NEW THEATER HAS PERFECT HEATING AND VENTILATION

Nothing that proper ventilation and heating are essential to enjoy most of a theater and that no matter how good a show is presented it cannot be appreciated in a stuffy, hot or cold theater, the United Artists Theater has been equipped with the latest system of heating and ventilation.

Fresh air, an important and necessary item, is guaranteed through a system that draws it into the house at a height of 40 feet or more and then returns it to remove impurities. A dual system of heating and ventilation makes it possible to keep either warm or cool air under the seats and also permits the return through the ceiling. A variable control regulates the temperature and maintains it at 70 degrees, whether it is 80 degrees or down below freezing outside.

A dual system is also employed for the removal of stale air which is drawn out through the ceiling and under the balcony at the hot air rises. The latter is a feature that only the best theaters possess.

WIDE STAIRWAYS AND AISLES ARE FEATURES

Wide stairways and aisles are features of the new United Artists Theater and add to the comfort of patrons, while numerous exits also suggest safety. According to Manager O. L. Lane, it would be possible to empty the entire theater in less than three minutes in an emergency.

There are a spacious main foyer, an inner foyer and a general lounge room on the main floor, all luxuriously furnished and with railings of polished aluminum which give the appearance of solid silver. Woman's drinking fountain are conveniently located in the inner foyer and upon the mainstage foyer.

Here Is Combination in Art



Art and beauty combine to make the new United Artists Theater one of the loveliest in the country, but the beauty is not confined to the front of the foyer pattern. She has placed a scene other handsome young women as substitutes.

Usherettes to Have Attractive Uniforms

The chief usherette in the striking white uniform with gold trimmings is Mrs. Elyne Sheppard, a former University of California co-ed who has had considerable experience in theatrical work. For the last week Mrs. Sheppard has been drilling the usherettes in their duties. In a house of the type and size of the new United Artists Theater these duties are particularly important.

CHAS. M. THALL HAS UNIQUE JOB OF FILM BOOKING

Nearly 15 years of service with Fox West Coast Theaters attests to the success of Charles M. Thall, theater and assistant division manager for Fox West Coast Theaters in Northern California, with office in San Francisco. During that time he has served almost entirely in the present capacity.

Hundreds of pictures from Fox, United Artists, Metro-Goldwyn-Mayer, Paramount and other studios pass constantly under Thall's supervision. He is the man who books the attractions into all Fox houses in Northern California and with his taste and decision as to the pictures best suited to the entertainment demands of various houses.

Thall's task seriously is a complicated and responsible one for great caution must be exercised in the selection of films for the many theaters under his control. His work might be likened to a checker game wherein the counters constantly are shifted and moved about. Thus, as he manipulates the various subjects of his "checkers," he must consider the precise nature of the last picture presented in any given house the day before.

For instance it is his duty to mix the picture program with a western drama, a comedy or a society drama.

When it is remembered that Thall is agent for more than 50 theaters scattered throughout Northern California and that he is the person responsible for the variation and launch in picture programs, some idea can be gained of the importance attached to his work. It is one of the most interesting and unique almost difficult positions in the Fox West Coast organization.

Rugged drama, comedies, back-stage life stories, westerns, tragedies, farces, pictures of society, home, city and farm life, the so-called "musicals" or period pictures, they are his tools and now expertly he applies them, marks the success he has achieved.

BALDWIN NAMED NEW MANAGER OF FOX CALIFORNIA



Donald Baldwin, U. C. graduate and manager of Fox U. C. Theater, who will manage the Fox California Theater.

The opening of the new United Artists Theater in Berkeley calls for several changes in the managerial staff of the local Fox West Coast Theater organization. Donald Baldwin, a native of Berkeley, has been appointed to fill the chair vacated by Clarence L. Lane, now manager of the United Artists Theater, as manager of the Fox California Theater. He is well known locally, having been educated in the Berkeley schools and graduated from the University of California with the class of '28.

Baldwin started in theater work 15 years ago at the Fox U. C. Theater. Working at various times in practically every department connected with the presentation of motion picture entertainment, he has obtained a wide knowledge of the duties and responsibilities of a theater executive.

Following his appointment as assistant manager of the Fox T and D Theater, in Oakland, he was brought to Berkeley as manager of the Fox Campus Theater. For the past few months he has been in charge of the Fox U. C.

NOTED ORGANISTS WILL BE HEARD IN NOVEL FEATURE

One of the unusual features of the inaugural show of the United Artists Theater tomorrow night will be a unique organ playing presented by four of the Pacific Coast's leading organists.

Participants will include Edw. Johnson of the Fox Theater in San Francisco, Eddie Smith of the San Francisco Paramount, Charles "Doc" Wilson of the Fox Oakland Theater and Floyd Wright, well-known for his work at the Fox Grand Lark and Fox California Theaters. The latter has just been named organist for the United Artists.

The four men will present a 30-minute organ program during which period each of them will be heard in the type of music which is best to him. This will be the first time in the West that four famous organists have appeared together in a theater program.

Other plans for the brilliant program include the personal appearance of noted organist George H. Thompson, and Julius Oliver Troup will be among the prominent local guests who will attend the gala opening.

Other prominent guests will include Fox and United Artists officials, notably Reeves Rapp, vice president of Fox West Coast Theaters, and Lars Anger, general representative of Joseph Shuman.

Will Rogers in "Down to Earth" will be the feature picture.

NEW THEATER HAS ART FLOOR LAMPS

Four lamps which will delight patrons add to the artistry of the new United Artists Theater. Many of them are brand new designs built especially for the new theater.

These floor lamps will be seen in the foyer, the lounge room and the ladies and men's parlors. Baldwin's direction, will be opened as a first run motion picture theater and with the new United Artists, will be one of Berkeley's top leading theaters.

C. OF C. HEAD LAUDS BUILDERS OF THEATER

By ROBERT E. CHANDLER.
The Building Chamber of Commerce...
This new theater brings to Berkeley...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...



Robert E. Chandler, president of the Berkeley Chamber of Commerce.

THEATER OPENING IS HELD FORWARD STEP

By FRANK R. SPENCE.
Opening tonight, Berkeley Chamber of Commerce...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...



Charles C. Adams, managing director of the Berkeley Chamber of Commerce, who is cooperating with the opening of the new theater.

University Men Hold Jobs at New Theater

The University of California men...
This new theater brings to Berkeley...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

MYRNA LOY TURNS VAMP IN NEW FILM

Hollywood news to Myrna Loy...
Myrna Loy turns vamp in new film...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

UNNATURAL EFFECTS DETRIMENT TO FILM

Critic says and critics agree...
Unnatural effects are detrimental to film...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

OUTSTANDING STARS AND PICTURES WILL BE SEEN THIS FALL

Opening of the new United Artists Theatre tomorrow evening will herald a fall season of greatest motion pictures...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

BERKELEY GETS BEST PICTURES, ASSERTS MANAGER

Berkeley has always been a hot bed of artistic pictures...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

Unusual Facts About Stars Are Revealed

Unusual facts about stars...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

'American Madness' Slated for Campus

A dramatic and interesting story of present-day American life...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

PUBLICITY HEAD TO ATTEND CEREMONIES

Robert Service, director of publicity and advertising for Fox West Coast...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

Irresistible Rogers Smile



William Powell Rogers and Myrna Loy Rogers have a lot to do...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

United Artists Theater Facts

Opens Friday night at 8-11 p.m. Fox performance starts promptly at 6-10. Fox show over at 9 o'clock...
The quality of the new United Artists Theater...
It is only fitting that the Berkeley Chamber of Commerce...
In the building of each of these theaters, the theater organization has...
The Berkeley Chamber of Commerce...

Chevalier Coming Soon



Charles Chevalier, who is featured in "Love Me Tonight" and "The Sign of the Cross" at the United Artists Theater.

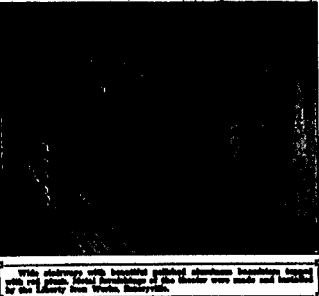
"Love Me Tonight" Next U. A. Feature

Charles Chevalier's latest starring picture, "Love Me Tonight," directed by Norman Taurog and featuring Jeanette MacDonald, Charles Truett, Charles Butterworth and Sylvia Lay, has been selected as the second attraction for the United Artists Theater.

EDWARD GATES TO AID MANAGER OF NEW THEATER

Edward Gates to be recruited for his third service for the United Artists Theater by being appointed assistant manager of the new United Artists Theater, which will be located at the corner of California and Broadway in Berkeley.

Artistic Stairway



With stairways with beautiful polished chrome handrails, steps with red glass, floor of mahogany of the building now under construction by the United Artists Theater.

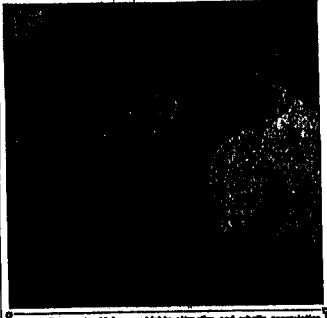
FOX CALIFORNIA TO CONTINUE AS FEATURE HOUSE

Despite the opening of the United Artists Theater, the Fox California will continue its policy of first-run attractions. Donald Hibbs, vice manager, stated yesterday.

CITIZENS THANKED BY BUILDERS OF THEATER

Manager Clarence L. Lewis of the new United Artists Theater this afternoon received a telegram from Citizens of Berkeley and the city of Berkeley.

He's Back in Claremore Now



Charles Chevalier, who is featured in "Love Me Tonight" and "The Sign of the Cross" at the United Artists Theater.

SHATTUCK AVENUE TO BE BLAZE OF LIGHT

Shattuck Avenue between Elgin Street and Broadway Way will be a blaze of light tomorrow night in connection with the grand opening of the new \$200,000 United Artists Theater.

2 Famed Comedians Support Chevalier

Two famed comedians, both named Charles, support Charles Chevalier in "Love Me Tonight," which is to be the second attraction of the new United Artists Theater.

CITIZENS THANKED BY BUILDERS OF THEATER

Manager Clarence L. Lewis of the new United Artists Theater this afternoon received a telegram from Citizens of Berkeley and the city of Berkeley.

POLICE DETAIN WILL AID IN GALA EVENT

Police Chief Jack Cooney today phoned to have a special detail of police to attend the grand opening of the new \$200,000 United Artists Theater at the opening tomorrow night.

CITIZENS THANKED BY BUILDERS OF THEATER

Manager Clarence L. Lewis of the new United Artists Theater this afternoon received a telegram from Citizens of Berkeley and the city of Berkeley.

WHAT AT THEATER

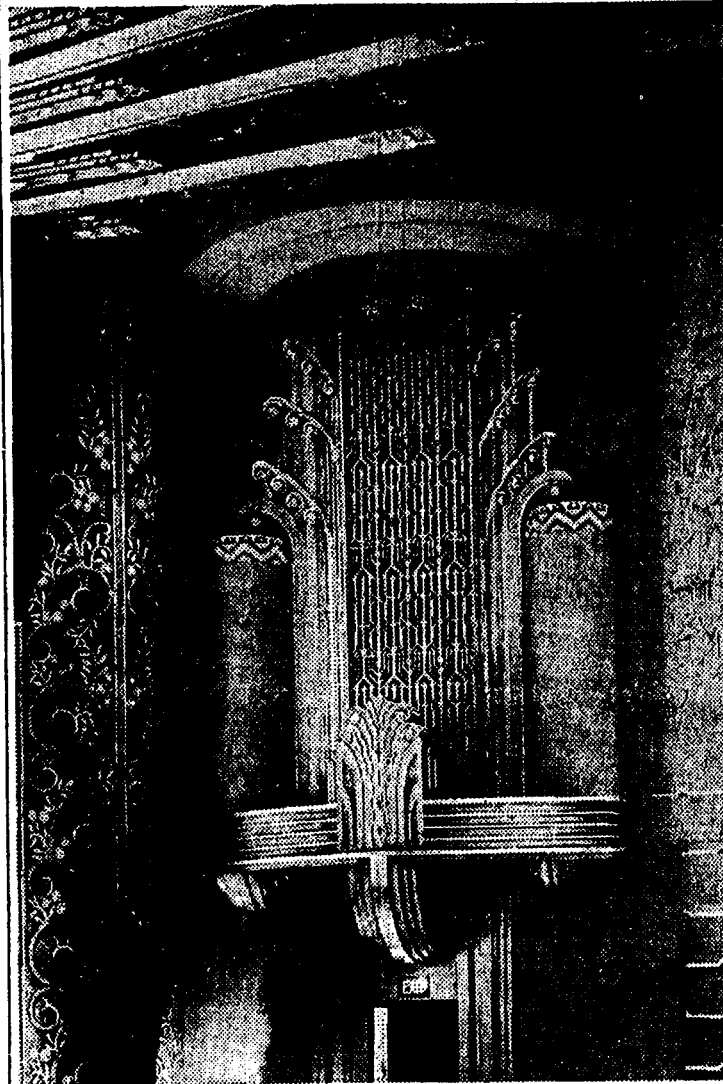
Several interesting features are scheduled for the opening of the new United Artists Theater. The first attraction is "The Sign of the Cross," a historical epic in two parts, directed by Cecil De Mille.

Biggest Proclamation



Mayor Thomas E. Caldecott affixes his signature to the biggest proclamation in the world, calling attention to the opening of the new \$300,000 United Artists Theater. Miss Estelle Green (left) and Miss Jean Budg pretty usherettes, assist him.

NEW UNITED ARTISTS THEATER IS ART GEM



One of the artistic organ grills in the new United Artists Theater which will be formally opened Friday evening. The interior shows that a theater may successfully combine real comfort with art.

Berkeley theater-goers have a real surprise in store for them when the new United Artists Theater, is formally opened Friday evening. The theater not only includes the most modern equipment but it is a work of art inside, according to those who have had opportunity to see the interior.

The United Artists Theater has one of the best organs of any theater in the country, it is announced. Pipes are hidden behind artistic grills at either side of the great proscenium arch. The stage has a depth of 25 feet and is equipped to handle full stage productions.

Patrons are going to be agreeably surprised with the many comfortable features such as the large lounging room, a men's smoking room and a ladies' parlor, all richly carpeted in rust. Seats in the theater are as large and roomy as loge chairs and have air cushions and heavy upholstered backs.

Finishing touches are being placed on the interior today and everything will be in readiness for the formal opening Friday evening, Manager C. F. Laws announces. The feature picture will be Will Rogers in "Down to Earth."

Curtain Calls

By Wood Soanes

TOMORROW night will be a large occasion in Berkeley what with the new United Artists' theater opening its doors under the aegis of the Fox West coast and the canny managerial eye of Clarence Laws; and the official premiere of the student play of the season at the International House under the direction of Edwin Duerr.

As is usual with openings there is considerable chaos at the United Artists as yet and the atmosphere probably won't clear until a minute or two before the front doors are unlocked tomorrow evening. But Laws assures me that there will be formal dedication ceremonies and visiting stars from Hollywood.

When this was written he was not sure of his guest stars, their visit depending largely on work schedules in Hollywood but it seemed certain that the celebrities would include Johnny Weissmuller of "Tarzan" fame; Rosco Ates of the fluttering chin; and a screen beauty or two.

Berkeley will be officially represented by its mayor, Thomas E. Caldecott and the president of its chamber of commerce, Robert E. Connolly and the theater will be represented by executives of United Artists and Fox West Coast. Aside from a small section in the loges reserved for visitors and the ever-present critics, the auditorium will be unreserved and open to the general public.

The new theater, second to be opened in the Eastbay within as many months, is described as an artistic house which cost in the neighborhood of \$300,000. The opening program, on display for the week, is headed by "Down to Earth" the Will Rogers picture. This new house gives the Fox chain four representative theaters in Berkeley—the California, Campus, U. C. and United Artists.

should be deleted in order to preserve amity between governments; he is, or was, in short the gentleman who plucked social and moral errors from films before they reached the official censors and general publicity. In this capacity he was invaluable.

The story comes that when Colonel Joy decided to make a change he was importuned by no less a personage than Louk B. Mayer, president of the Motion Picture Producers' association, which is the Hays unit of the industry, to reconsider. But the colonel had made up his mind and was not to be dissuaded. Ten years of wrangling with producers who think they are right includes enough grief to last the average human a life-time.

It will not be difficult to find a man willing to take Colonel Joy's job, but it will be a decidedly difficult chore to find one able to fill it.

EXITS AND ENTRANCES

"Back Street" has been banned in England on moral grounds so The Era, British trade paper announces... "Girl Delinquent—Age Sixteen," a story by A. Delford Pitney, published by Harper's, has been purchased by M-G-M... This student has also taken the right to "Vol de Nuit" ("Night Flight") a French air picture.

"Whistling in the Dark" is to be made by M-G-M instead of Harold Lloyd and no star is named as yet for the Ernest Truex role... Victor Fleming has been assigned to direct Helen Hayes in "The White Sister"... She is back on the M-G-M lot making her first picture since "The Sin of Madelon Claudet."

Elizabeth Miele who sponsored Raymond Van Sickle's "The Best

Oakland Tribune column, Sept. 1932.

United Artists to Entertain U. C. Bears

Coach Bill Ingram and his squad of University of California football players will be guests tomorrow night of the United Artists Theater in Berkeley. They will attend the early show to see Claudette Colbert in "Torch Singer" on the screen and Danny O'Shea and his company of 18 entertainers on the stage.

Bill Fiset

... **Man Alive** ...

The Bubble Machine

Jeff Kreis just got the bad news from his tax accountant that a baby born during the first week of January isn't deductible on the 1971 tax forms. "Why not?" Kreis demanded to know. "It was last year's business" . . . Ghastly lack of faith at the United Artists Theater in Berkeley where patrons come in eating pizzas from Shakey's next door and have to finish them in the lobby rather than in their seats — and the picture is "The Godfather" . . . Barbara Curti got an invitation from a couple to attend the christening of their fourth child. The invitation was mailed with a "Family Planning" commemorative stamp.

NEW BERKELEY THEATER GIVEN GALA OPENING

Leading Citizens, Noted Screen
Favorites Join in Personal
Greetings to Picture House

With elaborate and appropriate ceremonies witnessed by Hollywood stars, city and film officials and thousands of screen fans, the new United Artists Theater in Berkeley opened its doors for the first time last night.

Easily the most beautiful motion picture house in Berkeley, the theater also may be rated one of the finest among the coast's smaller metropolitan playhouses.

A splendid program marked by all the excitement and color of a Hollywood premiere opened Berkeley's newest theater.

NOTABLES THERE.

Outstanding events of the evening included a dedication address by Mayor Thomas E. Caldecott of Berkeley, and a speech of welcome by Robert E. Connelly, president of the Berkeley Chamber of Commerce.

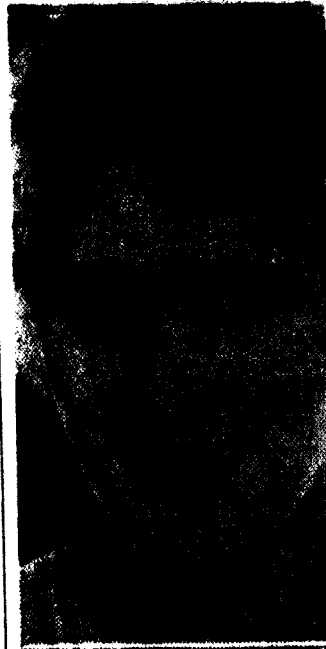
There were personal appearances by George Bancroft, Roscoe Ates, Lew Cody, Josephine Dunn, "Bing" Crosby, Conchita Montenegro and Matty Kemp, all well known and popular stars, and an unusual organ recital in which Dick Arnaunt of the Fox Theater in San Francisco, Eddie Sellon of the Paramount in San Francisco, Charles "Doc" Wilson of the Fox Oakland and Floyd Wright, new organist for the United Artists, participated.

The screen offered as its leading attraction Will Rogers in "Down to Earth," his amusing and delightful sequel to "They Had to See Paris," with Irene Rich, Dorothy Jordan and Matty Kemp in the supporting roles. Selected short subjects balanced the program.

HONOR GUESTS.

Guests of honor at the grand opening included Reeves Espy, vice president of Fox West Coast Theaters, the group which will operate the United Artists; Lou Anger, personal representative for Joseph Schenck; Charles M. Thall, Elmer C. Hanks, Robert E. Frost, Robert Harvey, James Chapman, Herman Kersken, Phil Phillips, Allan Warshauer, Frank Burhans and Arthur Miller, all Fox officials; Dr. Robert Sproul, president of the University of California; Hollis R. Thompson, Berkeley city manager, and Judge Oliver Young.

At United Artists



IRENE RICH, playing opposite Will Rogers in "Down to Earth," at the new Fox-United Artists Theater in Berkeley.

HARVARD MAN CALLED SUICIDE

Albert Perry, 28-year-old Harvard truck driver, was officially adjudged a suicide yesterday by Undersheriff Frank Swain, following the testimony of an autopsy surgeon and the woman who last saw the man alive.

Perry's body was found beside his truck last Thursday, with a bullet hole through his head and heart.

Mrs. Marie Nielson, with whom Perry was friendly, told police that he had threatened to shoot himself on several occasions when gossip had linked her name with his.

Two Men Bound, Robbed of \$700

After trussing their victims with rope and leaving them face downward on the floor, three armed bandits yesterday morning robbed two brothers, owners of an Oakland grocery store, of \$700 in cash.

The victims, Inocente and Anthony Clarizio, were herded into a rear room of their store at 531

THEATER FETES ANNIVERSARY

The United Artists Theater in Berkeley is celebrating its first anniversary this week and has selected "Paddy, the Next Best Thing," starring Warner Baxter and Janet Gaynor as the attraction for the first part of the week. George Arliss in his latest brilliant success "Voltaire," will be shown the last half of the week starting on Wednesday and showing until Saturday.

Janet Gaynor and Warner Baxter are seen together for the first time since their memorable appearance in "Daddy Long Legs," in the new film "Paddy, the Next Best Thing," showing currently at the United Artists. Miss Gaynor has what is reported to be her most versatile role as the roughish Irish girl whose hectic love affair with Baxter is amusing and entertaining.

The cast in support of the star includes Walter Connolly, Mary McCormic, Harvey Stephens and Margaret Lindsay.

A special feature of Anniversary Week is the showing of a Berkeley Screen Souvenir, including important events in the history of Berkeley that have been recorded in film.

The United Artists Theater, the most luxurious for its size in the Eastbay is officially opening its Fall season of big hit pictures with anniversary week. All the big hit pictures from the major studios will play this theater at an early date. Already booked are "Moonlight and Pretzels," the lavish musical, and "Dr. Bull," Will Rogers' latest feature.

APPEAR ON STAGE



MICKEY MOUSE and Minnie Mouse, portrayed by Virginia Hacker and Virginia Cripps of Berkeley, will be seen on stage of United Artists theater in Berkeley the morning of Feb. 11 at a vaudeville show arranged by girls of 27 Berkeley playgrounds. —Post-Enquirer photo.



Mrs. Carrie Hoyt, Mayor Fitch Robertson and Councilman Don Parce examine a miniature garden of nursery plants at the Garden Harvest Festival in the United Artists Theater in Berkeley last night. Later they listened to a radio broadcast from the main lobby when gardeners described flowers.

Garden Harvest Festival photo, 1944.

New Series Of Free Movies For Women to Begin

For the fourth time in three years, women of the Berkeley area will be treated to a ten-week series of free movies.

The new series begins next Wednesday (June 2) at the United Artists Theater in downtown Berkeley with the showing of the Hollywood spectacular, "Hawaii," starring Julie Andrews and Richard Harris.

The free movie program, "Holiday for Housewives," is sponsored by Diet Pepsi, KT-VU-Television Channel 2, the Berkeley Daily Gazette, and 33 Berkeley merchants and firms. Free tickets are available at any of the 33 sponsoring business firms and at The Berkeley Daily Gazette.

In addition to the full-length feature motion picture each Wednesday, there will be live stage shows and weekly drawings for free prizes. The prizes will include silver serving pieces, electric coffee makers, king-size linen sets, Farberware broiler - rotisseries, Lanvin cologne gift sets, and many gift certificates from sponsoring business firms.

THE DOORS of the United Artists Theater open at 11:45 a.m. each Wednesday, and "Holiday for Housewives" begins at noon with the drawing for prizes, followed by the stage presentation and then the movie.

The ten movies to be shown in the new series represent many of Hollywood's biggest "hits," and this list of motion pictures was obtained primarily through the participation of Channel 2.

FOLLOWING "HAWAII" on June 2, the movies to be shown each Wednesday will be: June 9, "Sweet Charity" with Shirley McLaine and Sammy Davis Jr.; June 16, "Around the World in 80 Days"; June 23, "The Sand Pebbles" with Steve McQueen; June 30, "The Bible" with George C. Scott; July 7,

"The Agony and the Ecstasy" with Charlton Heston and Rex Harrison.

Wednesday, July 14, the feature movie will be "Darling Lili" with Julie Andrews and Rock Hudson; July 21, "Thoroughly Modern Millie" with Julie Andrews; July 28 "West Side Story" with Natalie Wood and Richard Beymer; and Aug. 4, "Exodus" with Paul Newman, Eva Marie Saint, Sal Mineo, and Lee J. Cobb.

ADVERTISEMENTS in the Gazette and on Channel 2, as well as handbills now available from sponsoring firms and merchants, list all ten of the free movies, the dates they will be shown, and the names and addresses of the 33 sponsors.

Free tickets are given by each of the sponsors; no purchase is necessary. Tickets for the new series may be obtained from: Walt's Pharmacy, Kaufman's, any Virginia Cleaner outlet or driver, Sullivan Language School, Crocker Citizens National Bank Downtown, Mobilia and McPhee's Junior Bootery.

ALSO FROM Berkeley Hardware, Bayview Chapel, any Berkeley Co-op Food Center, Postal Instant Press, Vala Bovie School of Classical Ballet, Jackson's Party Service, Huston's Shoes, the Shattuck Residence Club, Blue and Gold Market, Hink's of Berkeley, Berkeley Hearing Aid Center and Edy's of Berkeley.

Also Shattuck Pharmacy, Lee Frank Jewelers, Penneys, California Book Co., Ltd, Mills Music, Fabric Land, Goodson's Health Foods, Fidelity Savings and Loan Association, Camera Shops Inc., Eugene's Women's Footwear, Kress, Shattuck Hardware, Sather Gate Apparel, Hotel Durant Dining Room, and the offices of the Gazette.

The days when theaters were grand movie palaces

The palatial grandeur of California's movie theatres of the 1920's, 1930's and 1940's is recaptured in the Oakland Museum exhibition, "Movie Palace Modern," showing through March 25 in the Special Gallery of the Cowell Hall of California History.

Admission is free.

Interior drawings, photographs and objects from theatres designed by Anthony Heinsbergen will be shown. In the heyday of their monumental opulence, he created interiors for 747 movie palaces throughout the West, Mexico and Canada.

HIS WORKS in the Bay Area theatres account for significant additions to this exhibition, which is circulated by the Smithsonian Institution.

Heinsbergen's career spanned nearly 60 years. During that time he converted the relatively neutral space and vast walls of these cavernous theatres into Egyptian temples, ornate Renaissance palaces, Gothic castles, cosmic skyscrapers and streamlined Art Deco show-cases, ones gleaming in glass and chrome with black and red accents.

Although many of the pastel water color and tempera drawings and Mott Studio photographs are from famous Hollywood theatres, the museum's History staff has added new material relating to Heinsbergen's Bay Area projects.

EXHIBITION design, by Richard Ransom and the museum's exhibits staff, is based upon rich color schemes frequent in Heinsbergen's interiors.

Among theatres loaning original period furnishings for

the exhibition are Oakland's 1931 Paramount (lamps, silver ticket urn, couch and consoles); the 1932 Alameda (lamps, benches, playbill frames); Berkeley's 1932 United Artists (lamps and four lobby paintings from Heinsbergen's studios); Oakland's Grand Lake carpet; San Francisco's Warfield (two brass and white glass chandeliers and five color photographs) and lobby chairs from the Metro (remodeled about 1937-38); the 1941 Orinda (benches); and San Jose's 1949 Garden Theatre (two California walnut plaques evoking popular Hollywood bathing beauty, sun glasses and palm tree imagery).

Other Bay Area theatres represented by drawings are the Hayward (1936); Rheem

in Walnut Creek (1941); Fox Burlingame (1925 — formerly the Peninsula); Fox Oakland (1928); San Francisco's Strand built in 1915 and remodeled by Heinsbergen in the late '30's, Coliseum (1932), Balboa, Orpheum (1926), Golden Gate, Roosevelt and Avenue; the Roseville (1925) and Pittsburg's Enean (1936).

AS AN ADJUNCT to the exhibition, the museum is presenting a film series, "Hollywood on Hollywood," with show dates in the museum theatre for Friday and March 23 and 30.

The Oakland Museum, located at 10th and Oak streets, is open Tuesday through Sunday, 10 a.m. to 5 p.m., and remains open Friday nights until 10 o'clock. It is closed Monday.

943 1487 BERKELEY 2274 Shattuck

United Artists
A UNITED ARTISTS THEATRE

Shown Weekdays: 8:35
Fri. 7-10:20

THE LEGEND OF FRENCHIE KING
Saturday 3:20-6:45-10:05
Sunday 1:45-5:00-8:25

— CO-HIT —

RAQUEL WELCH
"HANNIE CAULDER"

NOMINATED FOR 4 ACADEMY AWARDS!

"SOUNDER"

BERKELEY

THE FALL OF THE ROMAN EMPIRE
1931-1972

HILLMAN'S ROMAN

United Artists
MON.-SAT. 7:00 & 9:10
SUN. 1:00-3:10-5:20
7:30 & 9:40

OAKS
LA-6
SOLANO ALAMEDA 1830

NOW!.. OPEN 6:45

Gazette article about Heinsbergen exhibit, 1973.

Robin Orr

... The Social Circle ...

It Was Grand, Simply Grand

FESTIVITIES at the Oakland Museum last weekend centered around the exhibition, *Movie Palace Modern*, currently on display in the Special Gallery of the museum's Cowell Hall of California History. Anthony Heinsbergen, designer of hundreds of Western movie houses in their 1920's through 40's heyday, was here from his retirement home in Malibu to take the guest of honor role at the Friday night party which focused attention on many of his designs.

Assembled by the Smithsonian Institution, the exhibit includes numerous chandeliers, mirrors, doors, furniture pieces and lamps from movie houses the 81-year-old Heinsbergen designed. It also includes some of his finely detailed tempera and pastel sketches of the theaters.



There are lamps, a silver ticket urn, a couch and consoles on loan from Oakland's Paramount Theater (circa 1931) in the exhibition; lamps and four paintings from Berkeley's United Artists Theater (built in 1932), carpeting from Oakland's Grand Lake Theater and benches from the Orinda Theater (circa 1941). Although Heinsbergen did not design the Paramount (his bid on the job was too high), he has been engaged to supervise the theater's restoration for its opening this fall as the Paramount Theater of the Performing Arts.

In any event, last weekend's party in his honor was a smash. It was a packed house. More than 1,500 attended. Guests were served popcorn and bought wine tickets from an old movie house booth. And entertainment included torch songs of the 30's sung by members of the Cockettes, female impersonators who arrived in slinky gowns and tinsel tiaras.

Among those on hand to do official greeting duty were Oakland Museum Association president William Sharon (yes, Petuma, he's a direct descendant of THE William King Sharon of Bonanza fame) and History Guild co-chairmen Mrs. William Henshaw Keeney and Mrs. Paul E. Edlund. The History Guild sponsored the reception in cooperation with the museum's history division, which will have the exhibit on display through Sunday.

o o o

THE OAKLAND MUSEUM, by the way, will be the setting for the first dinner party Mayor and Mrs. John Reading will give for members of the San Francisco Consular Corps. Set for Saturday, April 14, the black tie affair will start at 6:30 p.m. with a tour of the museum. Dinner will be served by the museum's restaurant staff.

On the mayor's committee for the party are Oakland protocol chief Don Mulford, Paul Manolis and Mesdames Peter Tripp, Norman Ballantine and Lindsay Howden. My Howden, of course, is chairman of the Women's Board of the Oakland Museum Association.

o o o

SPEAKING of mayors, San Francisco Mayor Joseph Alioto became a grandfather for the 11th time yesterday with the birth of a third child, second son, to his daughter Angela (Mrs. Adolfo) Veronese, at St. Mary's Hospital across the Bay. The infant was delivered by Caesarean section, weighed in at 8½ pounds. No name was immediately announced, but there was talk of calling him Joe.

o o o

The 1973 Winter Ball debts will be honored at an April 7 tea in the Piedmont home of Mrs. Stanley Price. Members of the ball's sponsoring organization, Hill Branch of Children's Hospital, will be hostesses. Eighteen girls will curtsy at the ball this year, set for Dec. 21 at the St. Francis Hotel. By the way, since its founding in 1958, the



View of the U.A.'s main lobby with tall wall mirrors and red and gold floral designs

Berkeley's architectural heritage

U.A. Theater's Art Deco past

BERKELEY — Oakland has the Paramount but Berkeley has the United Artists — and the comparison isn't as rash as one might think just walking past the small and rather severe U.A. facade at 2274 Shattuck Ave.

The pylon facade with its WPA-style reliefs of Artistry United is a familiar part of the Art Deco group that also includes the zig-zag Public Library (1930) and the little tiled restaurant (a 1932 remodeling of a 1905 bank). A late-comer to the block, the U.A. fits around and behind the earlier buildings on a large T-shaped lot, with a long narrow lobby wing reaching out to Shattuck Avenue.

The outer atrium with four-sided dome, tiled walls, and colored pavement leads in to a tall main lobby with monumental wall mirrors and Art Deco floral designs in red and gold. Beyond this an inner lobby rambles on in more intimate style under the mezzanine, through a kaleidoscope of frosted glass and metal light fixtures, tropical and classical mural paintings and medallions, streamlined stair and balcony railings, and even the original drinking fountains, phone booth, washroom furniture, and heating fixtures.

Some of the interior splendor was sacrificed in turning the U.A. into four small theaters in the 1970s — the stage was closed off, a lounge and smoking room converted — but it is a magnificent enclave of the 1930s nonetheless.

Berkeley's United Artists was designed by Los Angeles Film Exchange architect C.A. Balch in 1932, and

promoted as a local employment and amusement measure during the depression. Reports on the project stressed the amount to be spent (\$300,000), the number of jobs, and how many of the 200 workers were from Berkeley. There were many delays and changes of plans, to which we partly owe its advanced glass Deco style: early reports announced a "free adaptation of Spanish Renaissance" — in other words, the Moorish cinema style of the 1920s, like the nearby Fox-California as rebuilt in 1929-30 (also an L.A. product, by Balch & Stanbery).

U.A. officials went ahead after an "extensive survey convinced them that Berkeley was in a position to support a high-class theater of the size contemplated" — 1750 seats. Plans at one time call for the Bancroft Way frontage — sheer concrete wall with just the least ridged pattern — to be decorated, but the money was apparently not available. Space was provided for a large theater organ, but that too could wait: the Aladdin's Cave interior was the one absolute essential for a Depression movie palace.

Unlike the Paramount, the U.A. has had no history of spectacular peril and resurrection; it has operated continuously for nearly half a century as a local movie theater. Hard times for movies in recent decades probably helped keep it intact — while the building was out of fashion there was no money to remodel it. Now, thanks in part to the nostalgia fad, most people would probably agree that an Art Deco movie palace is a very fine thing to have on Main Street, U.S.A.

"Main Street, U.S.A.," an award-winning film from the National Trust for Historic Preservation, will be shown on Friday evening, August 17, at the newly restored Studio Building, 2039 Shattuck, as part of a Berkeley Architectural Heritage Association program celebrating downtown Berkeley. For more information or reservations, call 527-3062 or 841-4713.

Photo and commentary by Betty Marvin for Berkeley Architectural Heritage Association.

C Water Added lb. **79^c**

Local

* The INDEPENDENT & GAZETTE, Sun., June 7, 1931—9

Berkeley's history

How the city weathered the cruelest Depression year

It was 1932, the year Frederick Lewis Allen called the cruelest of the Depression, and the Berkeley city government was trying bravely to be optimistic.

Almost defiantly, it announced that 1931 had seen much building. The University Christian Church was built for \$120,000; the public library was completed at a cost of \$250,000; a \$40,000 addition to the YMCA was virtually finished; \$289,000 worth of municipal improvements were made; and the university had spent \$3 million on its building program.

And 1932 was to see continued progress. The United Artists Theater, when finished in the summer, would represent an investment of \$300,000, and the federal government had awarded a \$185,000 contract for an addition to the local post office.

But the uncomfortable truth was that Alameda County had to order the charitable organizations disbursing county funds to cease issuing grocery orders because the county treasury faced a deficit. Only four months into 1932, it had spent \$1,139,630 on relief — \$129,630 more than budgeted. Berkeley itself had raised \$50,000 in the fall of 1931 and spent \$80,000, all gone early in 1932.

City Manager Hollis Thompson told a conference of city officials and unemployed men that Berkeley's ideal was that no family should be without food or shelter during the economic crisis, and that the city must go forward with new plans to meet a situation which "grows more difficult than any of us had a right to expect."

The new money was raised, and 500 destitute families received grocery orders and orders for the payment

of rent, lights and heat. With each order came an assignment to a definite city or public works job. This allowed the recipient to work out the amount of the order at 50 cents an hour.

All of us in Berkeley knew the dismal situation in our town and all over the country — all over the world, as a matter of fact. We had the radio and the newsreels at the movies. (And the movies were cheap.) Neither I nor my friends, who had jobs, could do more than contribute an occasional dollar or two to the continuing drives to build up the city's relief funds. My \$25-a-week job kept me solvent, but little else.

It was laughter that kept people sane. The country read "Oh, Yeah?" a collection of hilarious prophecies by people who didn't know what was going on at the begin-

ning of the Depression.

The new "Bellyhoo" magazine, which pilloried the sacred cows of business, politics and advertising, reached a circulation of more than a million almost immediately.

If any of us had been seers in early 1932, we would all have been both happy and horrified, for two names began to appear in the press. Franklin Delano Roosevelt and his friends began to plan his strategy for gaining the presidency. And thousands of miles away, Adolph Hitler was challenging the re-election of Hindenburg, Germany's president.

Text by Florence Jury for the Berkeley Historical Society.

United Artists



**Berkeley's
New Theater
Beautiful!**

**MAJOR
CASTING**

**NOW
PLAYING!**

Doors Open
12:45 p. m. Daily
*Pike Peters and His
Ritzzy "Had to See Paris"
Family Go Blooey to
Happiness Midst Screams
of Laughter!*

WILL ROGERS

in
**DOWN to
EARTH**

A Fox Laugh Riot!

—with—
**Irene Rich
Dorothy Jordan
Matty Kemp**

Added

"MICKEY'S REVUE"
(Mickey Mouse Cartoon)

Screen Souvenir

Magic Carpet Travel

Metrotone News

Floyd Wright at the Organ

PRICES

Matinees

General Admission 30c

Loges 40c

**Evenings, Sundays
and Holidays**

**General
Admission . 45c**

Loges 69c

Children 10c Any Time

WELCOME /

WELCOME /

UNITED ARTISTS CORPORATION

... we welcome you!

AS DOWNTOWN MERCHANTS interested in the growth and progress of our City of Berkeley we take this opportunity to express publicly to you as builders of this beautiful theater our sincere wishes for success.

This handsome structure, devoted to clean amusement, will stand always as a monument to the motion picture industry, to the Fox West Coast Theaters Corporation as operating managers and to the United Artists Corporation as builders. It is a tremendous expression of your faith in the future of Berkeley—a faith in which we as merchants share.

INGALLS-HODGSON

Brown-Hill Shoe Store
2112 Shattuck, opp. S. P. Depot

HARRY MORTON & SON

Jewelry
2009 Shattuck Avenue, Berkeley

WALK-OVER SHOE STORES

2215 Shattuck Ave. - 2333 Telegraph Ave.

FIDELITY GUARANTY

Building and Loan Association
2323 Shattuck Avenue

HEZLETT'S SILK STORE

2277 Shattuck Avenue
Right across from this Theater

AMERICAN TRUST CO.

95 Banking Offices Serving Central California

HUSTON'S

"Where Berkeley Buys its Shoes"
Hotel Whitecotton Building

MASON-McDUFFIE CO.

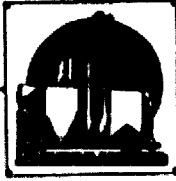
Real Estate, Insurance, Stocks, Loans, Financing, Property Management
2101 Shattuck Avenue

WELCOME /

WELCOME /

THIRTY

BERKELEY CHAMBER OF COMMERCE



The Berkeley Chamber of Commerce

Welcomes the

United Artists Theater

Berkeley Chamber of Commerce

1570 FLOOR AMERICAN TRUST CO.
BERKELEY — CALIFORNIA
Telephone BR 6440 0001

For West Coast Theater Corporation,
and the
The United Artists Corporation

Gentlemen:

Allow me to take this opportunity, on behalf of the Berkeley Chamber of Commerce and the business interests and residents of the community which we represent, of extending to your organizations heartfelt congratulations and best wishes for success upon the opening of the new United Artists Theater in Berkeley.

We greatly appreciate the faith and confidence you have shown in Berkeley's possibilities for future development through the construction of this beautiful new theater in the city.

The handsome building is a credit to the community and is a distinct architectural contribution to one of its business sections.

With the high-class entertainment which you are planning for the programs to be shown at this new theater, undoubtedly you will have the support and patronage of the entire community. We feel certain that you will not be disappointed.

Again, may I let you know that it is a real pleasure to extend our warmest congratulations and sincerest hopes for the immediate and continued success of this splendid new theater in Berkeley.

Very cordially yours,

James A. Pearce
Managing Director

"Alice in Wonderland"

Moves to
**The United Artists
Theatre**
Berkeley
Today and Tomorrow
Only

UNITED ARTISTS THEATRE • BERKELEY



**GIRLS ...
LEARN HOW TO
SAY NO and STILL
WEAR DIAMONDS**

*SHE ASKS EVERY
THING
GETS EVERYTHING
GIVES NOTHING*

**MAE
WEST**
*"I'm No
Angel"*

CAST BY CARL L. HARRIS

It's Hot
for a
Limited
Time ...
Better
Hurry!
Seating
at
\$ 1.00
\$ 1.20
\$ 1.50
\$ 2.00
\$ 3.00



Usherettes Wanted

AFTERNOON AND EVENING
SCHEDULES OPEN

UNITED ARTISTS, BERKELEY

Daily Gazette ad, 1946.

MATRON WANTED
Part-time work. Prefer neat mid-
dle-aged woman. Apply United
Artists, Berkeley.

Daily Gazette ad, 1946.



**THERE ARE BAD COPS and
THERE ARE GOOD COPS ..
and THEN THERE'S BULLITT!**

**STEVE
MCQUEEN
AS
'BULLITT'**

TECHNICOLOR® FROM WARNER BROS. - SEVEN MITS



SUGGESTED FOR MATURE AUDIENCES

:-: FEATURE TIMES :-:

Weekdays—9:00

Fri. Only—7:00-11:05

Sat.-Sun.—2:50, 6:55, 11:00

UNITED ARTISTS SECTION
OUTSTANDING STARS AND PICTURES WILL BE SEEN THIS FALL

Opening of the new United Artists Theater... will be a full season of great motion pictures... Berkeley's greatest attraction... will be followed by the best picture... in the 40 best picture picture of the year... in comic and knowledge... will be seen this season...

BERKELEY GETS IT PICTURES, GETS MANAGER

The theater has a... Berkeley's greatest attraction... will be followed by the best picture... in the 40 best picture picture of the year... in comic and knowledge... will be seen this season...

Unusual Facts About Stars Are Revealed

Business and... Unusual Facts About Stars Are Revealed... Berkeley's greatest attraction... will be followed by the best picture... in the 40 best picture picture of the year... in comic and knowledge... will be seen this season...

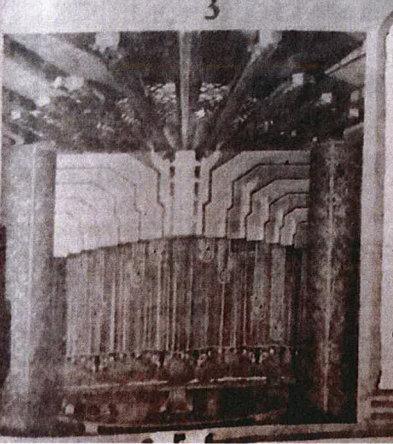
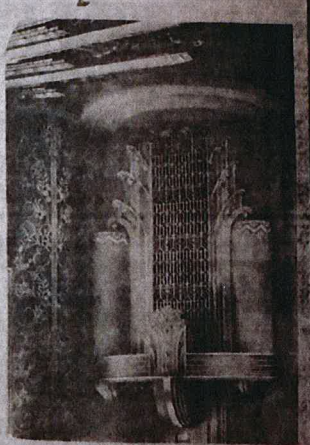
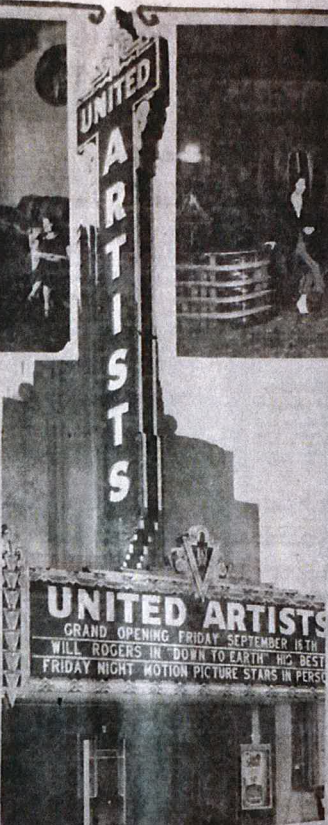
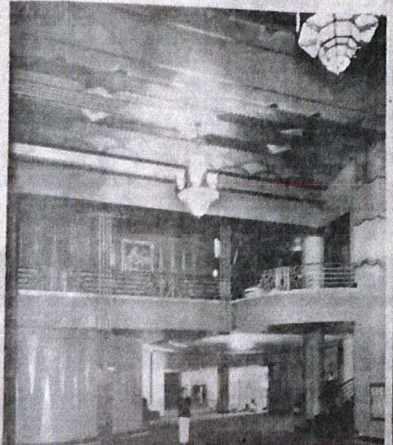
"ican Madness" for Campus

and... "ican Madness" for Campus... Berkeley's greatest attraction... will be followed by the best picture... in the 40 best picture picture of the year... in comic and knowledge... will be seen this season...

United Artists Theater Facts

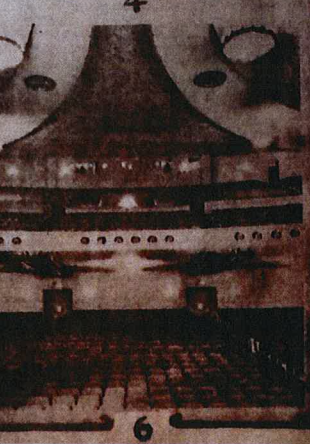
Does open Friday... United Artists Theater Facts... Berkeley's greatest attraction... will be followed by the best picture... in the 40 best picture picture of the year... in comic and knowledge... will be seen this season...

UNITED ARTISTS SECTION
BERKELEY DAILY GAZETTE, THURSDAY EVENING, SEPTEMBER 15, 1932
TWENTY-ONE
United Artists Theater is Art Gem



Interior Scenes of the New United Artists Theater

- 1.—The richly furnished lounge where men and women may smoke in comfort or wait for the arrival of friends. Opening directly off the foyer it is easily accessible.
- 2.—Another view of the lounge depicting the entrance from the foyer and the unusual silver bas-relief in the background.
- 3.—The elaborate and beautiful foyer as it appears to patrons entering the theater. To the right is the staircase leading to the mezzanine. The railings of aluminum finished in silver strike a definitely new note in interior decoration.
- 4.—The organ gallery, one of pale gold set off by dusky rose columns also bearing traceries of gold.
- 5.—An intimate view of the magnificent procession and stage with its rose and gold columns and rich velvet curtain of deep red and old gold. The ceiling reveals the use of the conventionalized sun-burn.
- 6.—The auditorium and balcony disclose a portion of the 1800 seats, all of which are comfortably upholstered in tapestry and leather and boast specially cushioned backs.



Berkeley Gazette full-page photo spread. September 1932.



MANAGER IS THEATER MAN

Just for West Coast Theatre and manager of the new United Artists

Let's see how the new United Artists Theatre is doing in the city of Berkeley. The manager of the new United Artists Theatre is just for West Coast Theatre and manager of the new United Artists. Let's see how the new United Artists Theatre is doing in the city of Berkeley. The manager of the new United Artists Theatre is just for West Coast Theatre and manager of the new United Artists.

ERS LAUD OF THEATER

The building and opening of the new United Artists Theatre is a real triumph for the city of Berkeley. The manager of the new United Artists Theatre is just for West Coast Theatre and manager of the new United Artists. Let's see how the new United Artists Theatre is doing in the city of Berkeley. The manager of the new United Artists Theatre is just for West Coast Theatre and manager of the new United Artists.

Tomorrow..6:15 p. m.

JALA OPENING United Artists

Two Complete Performances---7 and 9 P.M.
Our First Screen Attraction



WILL ROGERS

... full of side splitting laughter in his newest and funniest picture!

"DOWN to EARTH"

with
IRENE RICH ... DOROTHY JORDAN
A Fox Laugh Riot

FRIDAY NIGHT ONLY!
GALAXY OF MOTION PICTURE STARS IN PERSON!

ADDED FEATURETTES
Screen Souvenir // Magic Carpet Travel
Mickey Mouse Cartoon // Metrotone News

PROCLAMATION TO THE CITY OF BERKELEY.

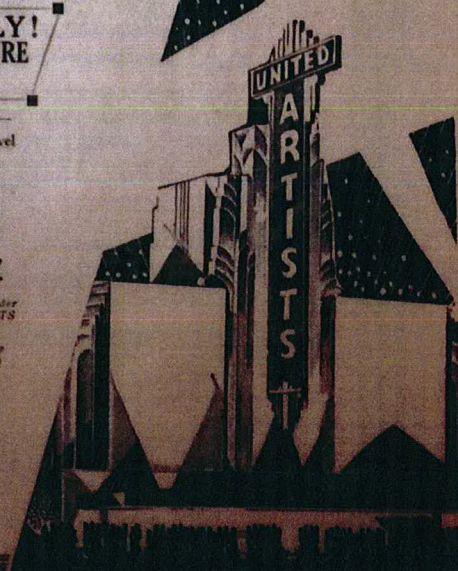
Life in Berkeley and its surrounding communities takes on a new and brighter aspect with the opening at 6:15 P. M. tomorrow evening of the new UNITED ARTISTS THEATRE.

This newly constructed and beautiful edifice is a monument to the confidence which Fox West Coast Theatres and United Artists Corporation have in our city. They have invested thousands upon thousands of dollars in building and equipping this show palace for our comfort, and will spend thousands each month in bringing us the newest and finest screen productions.

We now evidence our appreciation by supporting, not only the opening tomorrow evening, but also the week by week programs in the years to come.

May I call upon each of you to consider the new UNITED ARTISTS THEATRE as your theatre, dedicated again to your entertainment, and may you take it to your hearts as a part of your civic pride.

(signed) **T. E. CALDECOTT**
Mayor of Berkeley



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PLANNING & DEVELOPMENT

Land Use Planning 2120 Milvia Street, Berkeley, CA 94704
Tel: 510.981.7410 TDD: 510.981.9603 Fax: 510.981.7420 Email: Planning@ci.berkeley.ca.us

1
RECEIVED
DEC 05 2023
Land Use Planning

LANDMARK PRESERVATION COMMISSION Landmark, Structure of Merit or Historic District Petition Form

Name of Property:	UNITED ARTISTS LANDMARK THEATER
Street Address(es) of Property:	2274 SHATTUCK AVE BERKELEY, CA 94704

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

1	Name: <u>Hal Erickson</u> Please Print	Address: <u>1531a Berkeley Way</u> City: <u>Berkeley</u> Zip: <u>94703</u>	Signature: <u>Hal Erickson</u> Date: <u>4/21/23</u>
2	Name: <u>Drew Powell</u> Please Print	Address: <u>1945 Berkeley Way</u> City: <u>Berkeley</u> Zip: <u>94704</u>	Signature: <u>Drew Powell</u> Date: <u>4/22/23</u>
3	Name: <u>Jennifer Porter</u> Please Print	Address: <u>2018 Prince St</u> City: <u>Berk</u> Zip: <u>94703</u>	Signature: <u>Jennifer Porter</u> Date: <u>4/24/23</u>
4	Name: <u>Hantra Ralatoriedy</u> Please Print	Address: <u>2329 California St</u> City: <u>Berkeley</u> Zip: <u>94703</u>	Signature: <u>Hantra</u> Date: <u>4/30/23</u>
5	Name: _____ Please Print	Address: _____ City: _____ Zip: _____	Signature: _____



PLANNING & DEVELOPMENT

2

Land Use Planning 2120 Milvia Street, Berkeley, CA 94704
Tel: 510.981.7410 TDD: 510.981.9603 Fax: 510.981.7420 Email: Planning@ci.berkeley.ca.us

LANDMARK PRESERVATION COMMISSION

Landmark, Structure of Merit or Historic District Petition Form

Name of Property:	United Artists Theatre
Street Address(es) of Property:	2214 Shattuck Ave., Berkeley CA 94704

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

1	Name: <u>Selma Rockett</u> Please Print	Address: <u>2110 Haste St. #418</u>	City: <u>Berkeley</u>	Zip: <u>94704</u>
	Signature: <u>Selma Rockett</u>	Date: <u>July 22, 23</u>		
2	Name: <u>Mark Fredericks</u> Please Print	Address: <u>555 Pesa Rd</u>	City: <u>Sonoma</u>	Zip: <u>94070</u>
	Signature: <u>Mark Fredericks</u>	Date: <u>7/22/23</u>		
3	Name: <u>Layla Chamberlin</u> Please Print	Address: <u>1816 Carleton St.</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>Layla Chamberlin</u>	Date: <u>07/22/2023</u>		
4	Name: <u>Jack Morrissey</u> Please Print	Address: <u>1816 Carleton St.</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>JM</u>	Date: <u>7/22/23</u>		
5	Name: <u>Lisa Bell</u> Please Print	Address: <u>2000 Durant Ave #115</u>	City: <u>Berkeley</u>	Zip: <u>94704</u>
	Signature: <u>L Bell</u>			

3



PLANNING & DEVELOPMENT

Land Use Planning 2120 Milvia Street, Berkeley, CA 94704
Tel: 510.981.7410 TDD: 510.981.9603 Fax: 510.981.7420 Email: Planning@ci.berkeley.ca.us

LANDMARK PRESERVATION COMMISSION

Landmark, Structure of Merit or Historic District Petition Form

Name of Property:	United Artists Theatre, in Berkeley
Street Address(es) of Property:	2274 Shattuck Avenue, Berkeley, CA 94704

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

1	Name: <u>Jesse Timms</u> Please Print	Address: <u>2135 Dana St #3</u>	City: <u>Berkeley</u>	Zip: <u>94704</u>
	Signature: <u>[Signature]</u>	Date: <u>22 July 2023</u>		
2	Name: <u>Atzin Trejos</u> Please Print	Address: <u>1710 WARD ST APTA</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>[Signature]</u>	Date: <u>22 July 2023</u>		
3	Name: <u>Dominic Shannon</u> Please Print	Address: <u>2020 DURANT</u>	City: <u>Berkeley</u>	Zip: <u>94704</u>
	Signature: <u>[Signature]</u>	Date: _____		
4	Name: <u>Adrian Ryan</u> Please Print	Address: <u>1531 Derby St.</u>	City: <u>Berkeley</u>	Zip: <u>94783</u>
	Signature: <u>AB Ryan</u>	Date: <u>22 July 2023</u>		
5	Name: <u>Justin Almeida</u> Please Print	Address: <u>1958 Maria Ave.</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>[Signature]</u>	Date: _____		

(4)

Date: 8/5/2023

Name of Property:	United Artists Theatre
Street Address(es) of Property:	2274 Shattuck Ave Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

6

Name: Jeannine Williamson
Please Print

Address: 2322 Shattuck #310 City: Berkeley Zip: 94709

Signature: Jeannine M. Williamson Date: 7/27/2023

7

Name: Judy Shelton
Please Print

Address: 2577 San Pablo Ave. #102 City: Berkeley Zip: 94702

Signature: [Signature] Date: 7/22/23

8

Name: SIANMARIA MUSSIO
Please Print

Address: 2033 HASTE ST City: Berkeley Zip: 94704

Signature: [Signature] Date: July 22 '23

9

Name: MARCELO ESTRADA
Please Print

Address: 283 GLORIA DR City: Pleasant Hill Zip: 94523

Signature: [Signature] Date: 8/5/23

10

Name: GARY YU
Please Print

Address: 1720 MANOR CIRCLE City: EL CERRITO Zip: 94530

Signature: [Signature] Date: 8/5/23

(5)

Date: _____

Name of Property:	UNITED ARTISTS THEATRE in Berkeley
Street Address(es) of Property:	2274 Shattuck Avenue, Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

6	Name: <u>George Rozzo</u> Please Print	Address: <u>2020 Durant</u>	City: <u>Berkeley</u>	Zip: <u>94704</u>
	Signature: <u>[Signature]</u>			Date: <u>7/22/23</u>
7	Name: <u>Crystal Lee</u> Please Print	Address: <u>2422 McKinley Ave</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>[Signature]</u>			Date: <u>7/22/23</u>
8	Name: <u>[Crossed out]</u> Please Print	Address: _____	City: _____	Zip: _____
	Signature: _____			Date: _____
9	Name: <u>Therese Poletti</u> Please Print	Address: <u>2099 Grizzly Peaks</u>	City: <u>Berkeley</u>	Zip: <u>94708</u>
	Signature: <u>[Signature]</u>			Date: <u>8/5/23</u>
10	Name: <u>Martha Ward</u> Please Print	Address: <u>2180 Ashby Ave #4</u>	City: <u>Berkeley</u>	Zip: <u>94709</u>
	Signature: <u>[Signature]</u>			Date: <u>8/5/23</u>

(6) (AW)



PLANNING & DEVELOPMENT

Land Use Planning 2120 Milvia Street, Berkeley, CA 94704
Tel: 510.981.7410 TDD: 510.981.9603 Fax: 510.981.7420 Email: Planning@ci.berkeley.ca.us

LANDMARK PRESERVATION COMMISSION

Landmark, Structure of Merit or Historic District Petition Form

Name of Property:	United Artists Theatre
Street Address(es) of Property:	2274 Shattuck Ave., Berkeley CA 94704

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

1	Name: <u>MAUREEN O'REILLY</u> Please Print	Address: <u>2016 Grant Street</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>[Signature]</u>			Date: <u>8/6/2023</u>
2	Name: <u>MARJONE KIRK</u> Please Print	Address: <u>960 San Mateo Rd</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>[Signature]</u>			Date: <u>8/5/2023</u>
3	Name: <u>Virginia Steeper Preston</u> Please Print	Address: <u>1927 Hopkins St.</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>[Signature]</u>			Date: <u>8/5/23</u>
4	Name: <u>Ann Metzger</u> Please Print	Address: <u>1 Hazel Rd</u>	City: <u>Berkeley</u>	Zip: <u>94705</u>
	Signature: <u>[Signature]</u>			Date: <u>8/5/2023</u>
5	Name: <u>Sheila Thorne</u> Please Print	Address: <u>1326 Spruce St</u>	City: <u>Berkeley</u>	Zip: <u>94709</u>
	Signature: <u>[Signature]</u>			

7

Name of Property:	united Artists Theatre
Street Address(es) of Property:	2224 Shattuck Avenue, Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

11	Name: <u>Diane Stevus</u> Please Print	Address: <u>2227 Cherry St</u>	City: <u>Berkeley</u>	Zip: <u>94705</u>
	Signature: <u>Diane Stevus</u>			Date: <u>8/5/23</u>
12	Name: <u>Russell E Wright</u> Please Print	Address: <u>2813 Shattuck</u>	City: <u>Berkeley</u>	Zip: <u>94705</u>
	Signature: <u>Russell E Wright</u>			Date: <u>8/5/23</u>
13	Name: <u>Virginia Steeper Preston</u> Please Print	Address: <u>1929 Hopkins St.</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>V. Preston</u>			Date: <u>8/5/23</u>
14	Name: <u>Margaret A Kirk</u> Please Print	Address: <u>46 San Mateo St</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>Margaret A Kirk</u>			Date: <u>8/5/23</u>
15	Name: <u>Angelina Liu</u> Please Print	Address: <u>3154 College Ave. Apt. 3</u>	City: <u>Berkeley</u>	Zip: <u>94705</u>
	Signature: <u>Angelina Liu</u>			Date: <u>8/5/23</u>

(8)

Name of Property:	united Artists Theatre
Street Address(es) of Property:	2274 Shattuck Ave, Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

16 Name: Harry Finkelstein
Please Print

Address: 945 Channing Way City: Berkeley Zip: 94710

Signature: [Signature] Date: 8/5/23

17 Name: Brian Ballek
Please Print

Address: 935 Channing Way City: Berkeley Zip: 94710

Signature: [Signature] Date: 8/5/23

18 Name: Michaela Ballek
Please Print

Address: 935 Channing City: Berkeley Zip: 94710

Signature: [Signature] Date: 8-5-23

19 Name: Caina Ballek
Please Print

Address: 935 Channing Way City: Berkeley Zip: 94710

Signature: [Signature] Date: 8-5-23

20 Name: Anastasia Rose Ellis
Please Print

Address: 1627 Grant St APT A City: Berkeley Zip: 94703

Signature: [Signature] Date: 8/5/2023

(9)

Name of Property:	United Artists Theater
Street Address(es) of Property:	2274 Shattuck Ave Berkeley CA

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

21	Name: <u>Hosanna Kitzenbergel</u> Please Print	Address: <u>1763 Sonoma Ave</u>	City: <u>Berkeley</u>	Zip: <u>94702</u>
	Signature: <u>Hosanna Kitzenbergel</u>	Date: <u>8/6/2023</u>		
22	Name: <u>James Osuna</u> Please Print	Address: <u>1763 Sonoma Ave</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>James Osuna</u>	Date: <u>8/6/2023</u>		
23	Name: <u>MARISA FLORES-MARCH</u> Please Print	Address: <u>1627 GRANT ST, APT C</u>	City: <u>BERKELEY</u>	Zip: <u>94703</u>
	Signature: <u>Marisa L. Flores-March</u>	Date: <u>8/6/2023</u>		
24	Name: <u>TIMOTHY WESIA</u> Please Print	Address: <u>1745 Lincoln Street</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>[Signature]</u>	Date: <u>8/12/2023</u>		
25	Name: <u>Ethan Lee</u> Please Print	Address: <u>1804 Cedar St</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>[Signature]</u>	Date: <u>8/12/23</u>		



Name of Property:	United Artists Theater
Street Address(es) of Property:	2274 Shattuck Ave Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

26	Name: <u>ZACHARY ROGOW</u> Please Print	Address: <u>841 OXFORD ST.</u>	City: <u>BERKELEY</u>	Zip: <u>94707</u>
	Signature: <u>Zachary Rogow</u>	Date: <u>8/5/23</u>		
27	Name: <u>Ariella Seidenberg</u> Please Print	Address: <u>2942 Ellis St</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>Ariella Seidenberg</u>	Date: <u>8/5/23</u>		
28	Name: <u>O'Brien Thiele</u> Please Print	Address: <u>2942 Ellis St</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>O'Brien Thiele</u>	Date: <u>8/5/23</u>		
29	Name: <u>Marianne P. Brown</u> Please Print	Address: <u>76 Plaza</u>	City: <u>Berkeley</u>	Zip: <u>94705</u>
	Signature: <u>Marianne P. Brown</u>	Date: <u>8/5/23</u>		
30	Name: <u>Jan Maezono</u> Please Print	Address: <u>1126 Colusa Ave</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>Jan Maezono</u>	Date: <u>8/12/23</u>		

11 5

Name of Property:	2274 United Artists Theater
Street Address(es) of Property:	2274 Shattuck Ave Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

26	Name: <u>Joan Bell</u> Please Print	Address: <u>1523 McK Jr Way</u>	City: <u>Berkeley</u>	Zip: <u>94709</u>
	Signature: <u>Joan Bell</u>			Date: <u>8/13/23</u>
27	Name: <u>Jane Kaer</u> Please Print	Address: <u>914 Indian Rock Ave Berkeley</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>Jane Kaer</u> 510 847-8867			Date: <u>8/13/23</u>
28	Name: <u>GARY NISHIDA</u> Please Print	Address: <u>1760 SOMMA RD</u>	City: <u>BERKELEY</u>	Zip: <u>94707</u>
	Signature: <u>G. Nishida</u>			Date: <u>8-13-23</u>
29	Name: <u>Betsy Cohen</u> Please Print	Address: <u>1175 Miller</u>	City: <u>Berkeley</u>	Zip: <u>94708</u>
	Signature: <u>Betsy Cohen</u>			Date: <u>8-13-23</u>
30	Name: <u>DAVID GORDON</u> Please Print	Address: <u>1053 MONTEREY AVE.</u>	City: <u>BERKELEY</u>	Zip: <u>94707</u>
	Signature: <u>David Gordon</u>			Date: <u>8-13-23</u>

124

Name of Property:	United Artists Theater
Street Address(es) of Property:	2274 Shattuck Ave Berkeley

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

31	Name: <u>Jamai A. Ellis</u> Please Print	Address: <u>1763 Sonoma Ave</u>	City: <u>Berkeley</u>	Zip: <u>94707</u>
	Signature: <u>[Signature]</u>	Date: <u>8-13-23</u>		
32	Name: <u>JILL FENICHELL</u> Please Print	Address: <u>2593 Brenna Vista Way</u>	City: <u>Berkeley</u>	Zip: <u>94708</u> 94750
	Signature: <u>Jill Fenic</u>	Date: <u>8/14/23</u>		
33	Name: <u>Ximena Navarro</u> Please Print	Address: <u>1731 Ward St.</u>	City: <u>Berkeley</u>	Zip: <u>CA. 94703</u>
	Signature: <u>[Signature]</u>	Date: <u>8/15/23</u>		
34	Name: <u>RENE LAMBERT</u> Please Print	Address: <u>1731 Ward St</u>	City: <u>Berkeley</u>	Zip: <u>94703</u>
	Signature: <u>[Signature]</u>	Date: <u>8/15/23</u>		
35	Name: _____ Please Print	Address: _____	City: _____	Zip: _____
	Signature: _____	Date: _____		

13

Name of Property:	United Artist Theater
Street Address(es) of Property:	2274 Shattuck Ave Berkeley CA

We the undersigned residents of the City of Berkeley, petition the Landmarks Preservation Commission to designate the property identified above, for consideration as a Landmark, Structure of Merit or Historical District under the provisions of Section 3.24.120 of the Berkeley Landmarks Preservation Ordinance. We certify, under penalty of perjury, that we are residents of the City of Berkeley at the addresses indicated.

41	Name: <u>Mary Ernst</u> Please Print	Address: <u>586 Santa Clara Ave.</u>	City: <u>Berkeley, CA</u>	Zip: <u>94707</u>
	Signature: <u>Mary T. Ernst</u>	Date: <u>Aug. 15, 2023</u>		
42	Name: <u>Laura Morland</u> Please Print	Address: <u>524 N. McDonald</u>	City: <u>Berkeley</u>	Zip: <u>94709</u>
	Signature: <u>Laura Morland</u>	Date: <u>8/15/2023</u>		
43	Name: <u>James Pawlak</u> Please Print	Address: <u>1345 Josephine St.</u>	City: <u>Berkeley</u>	Zip: <u>94702</u>
	Signature: <u>James Pawlak</u>	Date: <u>8/15/2023</u>		
44	Name: _____ Please Print	Address: _____	City: _____	Zip: _____
	Signature: _____	Date: _____		
45	Name: _____ Please Print	Address: _____	City: _____	Zip: _____
	Signature: _____	Date: _____		

NOT BERKELEY



Office of the City Manager

INFORMATION CALENDAR

March 19, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Andrew Murray, Interim Director of Public Works

Subject: Audit Status Reports: Fleet Replacement Fund Short Millions & Rocky Road: Berkeley Streets At Risk and Significantly Underfunded

INTRODUCTION

On November 19, 2020, the City Auditor published the Rocky Road: Berkeley Streets at Risk and Significantly Underfunded Audit Report, reviewing the funding resources to sufficiently maintain City streets, and asking if Public Works has clear policies and processes to guide paving decisions. On June 2, 2021, the City Auditor published the Fleet Replacement Fund Short Millions Audit Report, reviewing the solvency of the fund to sufficiently replace vehicles and asking if Public Works has key information necessary for managing the fleet program.

This is the second status report to City Council on the efforts made to implement the Audit Report's recommendations for both streets paving and fleet. A previous report was issued on November 3, 2022.

CURRENT SITUATION AND ITS EFFECTS

The street paving audit report included two findings and five recommendations for the Public Works Department and its Engineering Division and Administrative & Fiscal Services Division to review, implement and report to Council. As of this report, three recommendations have been implemented and two recommendations have been partially implemented. All recommendations currently tracking as partially implemented require funding source availability for appropriation to streets.

The fleet audit report noted two findings and twelve recommendations for the Public Works Department and its Equipment Management Division and Administrative & Fiscal Services Division to review, implement and report to Council. As of this report, there are updates to the status of all twelve recommendations. The first set of seven recommendations were related to the underfunding of the Equipment Replacement Fund. One recommendation has been partially implemented, the remaining six recommendations have been started. The second set of five recommendations focused on Public Works having critical information available to inform management and decision making. All five recommendations under this finding have been started.

The attachment provides a detailed table of audit report recommendations, steps towards corrective action, and implementation progress updates. The next status report for the fleet street paving audit are expected to be presented September 10, 2024.

BACKGROUND

Public Works' Engineering Division is responsible for capital projects to maintain over 216 centerline miles of streets in the City, while the Streets & Utilities Division handles day-to-day maintenance of those streets. Public Works' Equipment Management Division manages the maintenance, purchase, and replacement of the City's 730 fleet vehicles, heavy duty trucks and large equipment, including public safety, fire, and alternative fuel vehicles and equipment. The Administrative and Fiscal Services Division is responsible for the Department's budget and fiscal oversight and analytical support for routine and special projects in all Public Works operating divisions.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Public Works replaces vehicles with alternative fuel, hybrid and electric vehicles whenever possible given availability of fleet technology, available budget and charging infrastructure. Improved streets benefit all users help encourage more bicycling and walking, which lowers greenhouse gas emissions. Improved streets include green infrastructure help reduce pollution and clean stormwater before it reaches the Bay.

POSSIBLE FUTURE ACTION

Public Works will continue to address the remaining two partially implemented recommendations in the street paving audit and the twelve started and partially implemented recommendations in the fleet audit.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

In the biannual budget adoption for FY 2023 and FY 2024, Council approved a funding guideline to approve an \$8,000,000 annual increase to street paving funding in future fiscal years (plus annual CPI adjustments). This funding is intended to raise paving funding to levels sufficient to maintain current pavement condition. Significant additional funding would be needed to be allocated over several years to raise the pavement condition index (PCI) to 70-75 or "Good" status.

CONTACT PERSON

Sean O'Shea, Administrative & Fiscal Services Manager (510) 981-6306
Ron Nevels, Manager of Engineering (510) 981-6439
Greg Ellington, Equipment Management Superintendent (510) 981-9469

Attachment:

1. Fleet Audit Findings and Recommendations Response Report
2. Street Audit Findings and Recommendations Response Report

Audit Title: Fleet Replacement Fund Short Millions						
Finding	Recommendation		Lead Department	Expected or Actual Implementation Date	Status of Audit Recommendations, Corrective Action Plan, and Progress Summary	Last Period: Status
The Replacement Fund is underfunded by millions of dollars.	1.1	Calculate the dollar value of the City’s replacement needs. Use results from the recent rate study to adjust departments’ replacement fees to cover their share of the costs associated with vehicle replacement, including customization and personnel.	Public Works	Ongoing	<u>Partly Implemented:</u> Public Works annually updates the fleet replacement costs in the FUND\$ Fleet Management System. This cost replacement data has also been validated for the upcoming switch to the Assetworks Fleet Management software, expected to go live Spring 2024. Public Works is also evaluating costs for adjustment in the FY 25-26 biennial operating budget and the five year replacement schedule communicated in the FY 25-29 CIP. A proposed rate adjustment for the Equipment Replacement Fund that would account for Public Works staff time supported by the fund is under consideration for adoption in the FY 25-26 Budget Development cycle.	Partly Implemented

<p>The Replacement Fund is underfunded by millions of dollars.</p>	<p>1.2</p>	<p>Conduct an analysis of the City’s current fleet and determine the optimal fleet size to provide services efficiently and effectively. This analysis should include fleet units identified as reserve, backup, and “pool” vehicles. The outcome of the analysis should be a plan to achieve and provide funding for the optimal fleet size.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> City Council approved a contract for Mercury Associates to conduct the fleet assessment study on November 21, 2023. The contract was executed in February 2024, and the study is expected to be completed by September 2024.</p>	<p>Started</p>
<p>The Replacement Fund is underfunded by millions of dollars.</p>	<p>1.3</p>	<p>Work with the City Manager’s Office to adjust the funding model of the Equipment Replacement Fund or adopt a new one to ensure appropriate funding for timely fleet replacement, such as annually transferring money from the General Fund based on an assessment of the City’s overall fleet needs and priorities. Expand the current vehicle and equipment replacement policy to ensure transparency of key provisions of the new or updated model.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> The City decided to defer implementation of the Equipment Replacement Fund and Equipment Maintenance Fund rate models to the FY 25-26 Biennial Budget Development process. Public Works has since updated its fund rate models based on FY 23 actuals and is presenting the new rates for adoption during the next budget cycle. The new Public Works executive leadership is reviewing the draft Equipment Replacement Policy, and will complete the final departmental review in Spring 2024. The policy will then be reviewed by the City Manager's Office.</p>	<p>Started</p>

<p>The Replacement Fund is underfunded by millions of dollars.</p>	<p>1.4</p>	<p>Revise the vehicle and equipment replacement policy to include that Public Works should regularly assess the personnel expenditures related to vehicle and equipment replacement and ensure that they are appropriate and proportional to their duties.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> The draft Equipment Replacement Policy is being reviewed by the new Public Works executive leadership staff for final departmental review. It includes language supportive of the listed recommendation. Next step will be review with the City Manager's Office, then it will be shared with citywide departments in Spring 2024.</p>	<p>Started</p>
<p>The Replacement Fund is underfunded by millions of dollars.</p>	<p>1.5</p>	<p>Revise the vehicle and equipment replacement policy to prevent replacing unfunded vehicles by ensuring that contributed funds are available for the purchase.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> The draft Equipment Replacement Policy is being reviewed by the new Public Works executive leadership staff for final departmental review. It includes language supportive of this recommendation.</p>	<p>Started</p>
<p>The Replacement Fund is underfunded by millions of dollars.</p>	<p>1.6</p>	<p>Develop an Administrative Regulation that clarifies Public Works' responsibilities to manage the fleet and maintain sufficient fleet replacement funding.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> The draft Equipment Replacement Policy is being reviewed by the new Public Works executive leadership staff for final departmental review. It includes language supportive of this recommendation.</p>	<p>Started</p>

<p>The Replacement Fund is underfunded by millions of dollars.</p>	<p>1.7</p>	<p>To help secure the funding needed for transitioning to electric vehicles by 2030, work with the City Manager’s Office to develop a budgetary plan to purchase electric vehicles. The plan should align with the City’s fleet electrification goals and take into consideration the current economic downturn, funding availability, available infrastructure, and electric vehicle availability.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> The Fleet Division is meeting with EV manufacturers to demo and discuss potential future purchase options, and has a demo for medium and heavy-duty EV vehicles on site at the Corp Yard scheduled for late March 2024. The Fleet Division is also meeting with other manufacturers of EV vehicles directly. Staff is proposing a funding request to support installation of additional EV charging stations for the city fleet in the FY 25-26 budget development cycle and the FY 25-29 Capital Improvement Plan as well as researching possible grant opportunities.</p>	<p>Started</p>
<p>Public Works lacks information on vehicle and equipment replacement for decision making.</p>	<p>2.1</p>	<p>Conduct a needs assessment of vehicles overdue for replacement and create a plan that documents a timeline and cost for replacement. Report the findings to City Council.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> Funding for backlog vehicle purchases was included in the FY 23 and FY 24 budgets along with scheduled replacements in those years. Similarly, an expenditure budget to cover future projected backlog vehicles will be included in the FY 25 Public Works budget. A formal needs assessment document has not been completed and will be</p>	<p>Started</p>

					scheduled, drafted and presented to Council in calendar year 2024.	
Public Works lacks information on vehicle and equipment replacement for decision making.	2.2	Update the vehicle and equipment replacement policy to include criteria for prioritizing fleet replacement. The policy should include a requirement to communicate a delay in replacement of their fleet to affected departments. In Administrative Regulation described in recommendation 1.6, specify that the vehicle and equipment replacement policy should include such criteria.	Public Works	Ongoing	<u>Started:</u> The draft Equipment Replacement Policy is being reviewed by the new Public Works executive leadership staff for final departmental review. It includes language supportive of the listed recommendation. The next step will be review with the City Manager's Office, then it will be shared with citywide departments in Spring 2024.	Started

<p>Public Works lacks information on vehicle and equipment replacement for decision making.</p>	<p>2.3</p>	<p>Work with the vendor of the new fleet management system to configure it to address the data issues identified in this report, including:</p> <ul style="list-style-type: none"> • Tracking Replacement Funds collected and leftover funds by department; • Zeroing out the balance after a vehicle is replaced; • Adjusting the replacement date and reporting the rationale if a replacement is deferred; <p>and</p> <ul style="list-style-type: none"> • Displaying any information needed to prioritize replacements based on specified criteria. 	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> Public Works is gathering data for the AssetWorks fleet management software and expects the system to go live in April 2024. Reporting on vehicle replacement will be more thorough as the vehicle usage and maintenance costs will be more readily available. User departments will be consulted to verify replacement schedules as part of the annual budgeting process.</p>	<p>Started</p>
<p>Public Works lacks information on vehicle and equipment replacement for decision making.</p>	<p>2.4</p>	<p>Clean and update the vehicle and equipment database before migrating it to the new fleet management system to ensure accuracy and data integrity.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> Data gathering for the AssetWorks fleet management software is nearing completion with end user training anticipated in April 2024. The system is expected to go live shortly thereafter.</p>	<p>Started</p>

<p>Public Works lacks information on vehicle and equipment replacement for decision making.</p>	<p>2.5</p>	<p>Update the vehicle and equipment replacement policy or develop a separate policy to require staff manage the City's data appropriately to ensure accurate complete information to support management decisions.</p>	<p>Public Works</p>	<p>Ongoing</p>	<p><u>Started:</u> The draft Equipment Replacement Policy is being reviewed by the new Public Works executive leadership staff for final departmental review. Reporting on vehicle replacement will be more thorough as the vehicle usage and maintenance costs will be more readily available, and user departments will be consulted to verify the replacement schedule as part of the annual budgeting process following the criteria identified in the replacement policy. The policy will then be reviewed by the City Manager's Office and citywide departments in Spring 2024.</p>	<p>Started</p>
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Audit Title: Rocky Road: Berkeley Streets at Risk and Significantly Underfunded					
Finding	Recommendation	Lead Department	Expected or Actual Implementation Date	Status of Audit Recommendations, Corrective Action Plan, and Progress Summary	Last Period: Status
Without significant additional funding, Berkeley streets will continue to deteriorate and deferred maintenance costs will increase.	1.1 Annually, conduct a budget analysis, based on the deferred maintenance needs at that point in time, to determine what level of funding is necessary to achieve the desired goals of the Street Rehabilitation Program. Report findings to City Council. This information will be helpful during updates to the Five-Year Street Rehabilitation Plan and during the budgeting process.	Public Works	Ongoing	<u>Partly Implemented:</u> The City conducts a survey of its pavement condition index (PCI) every two years. The Street Saver software constantly updates a model of pavement condition based on the lifecycle and accounting for the paving treatment applied. PCI condition was last reported to City Council at the adoption of the current Five-Year Paving Plan on November 28, 2023. Public Works will propose its budget needs to achieve paving all of the street segments listed in the Five-Year Paving Plan in the FY 25-29 CIP Budget Development process.	Partly Implemented
Without significant additional funding, Berkeley streets will continue to deteriorate and deferred maintenance costs will increase.	1.2 Identify funding sources to achieve and maintain the goals of the Street Rehabilitation Program.	Public Works	Ongoing	<u>Partly Implemented:</u> Council adopted a policy in 2022 that commits \$8 million annually in General Funds to address street paving: The Adequate General Fund Contribution for Street Maintenance to Prevent Deterioration of Pavement Condition. The Five-Year Plan	Partly Implemented

					<p>assumes this elevated General Fund contribution will be allocated. Second, Council has adopted new Zero Waste rates and a budget that included \$1-\$2 million annually in rate revenue from the Zero Waste Fund to offset the impact of Zero Waste collection vehicles on the City's pavement. This revenue will transfer from the Zero Waste Fund to the City's annual paving project. Additionally, funding from the Clean Stormwater Fund will support green infrastructure street project elements given the new Municipal Regional Permit (MRP) requirements. According to PEI's analysis, an additional amount of approximately \$12,000,000 per year until 2037, averaging a total of \$30,000,000 in annual paving funding, is needed to reach a PCI of 75</p>	
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<p>The Streets Rehabilitation and Repair Policy is out-of-date and Public Works is not following it.</p>	<p>2.1</p>	<p>Update the Street Rehabilitation and Repair Policy annually and define who is responsible for ensuring the Policy is updated, as stated in the Policy.</p>	<p>Public Works</p>	<p>January 2022</p>		<p>Implemented</p>
<p>The Streets Rehabilitation and Repair Policy is out-of-date and Public Works is not following it.</p>	<p>2.2</p>	<p>When updating the Street Rehabilitation and Repair Policy, incorporate equity to align with Vision 2050 and clearly define how it will be applied to the street maintenance and rehabilitation planning process.</p>	<p>Public Works</p>	<p>January 2022</p>		<p>Implemented</p>

<p>The Streets Rehabilitation and Repair Policy is out-of-date and Public Works is not following it.</p>	<p>2.3</p>	<p>Define goals and performance measures to guide the Street Rehabilitation and Repair Policy and Street Rehabilitation Program that align with other plans and policies relevant to street paving (e.g., Complete Streets Policy, Vision 2050, etc.). Regularly report to Council on performance measures.</p>	<p>Public Works</p>	<p>January 2022</p>		<p>Implemented</p>
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City Clerk Department

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